

Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road
(972) 450-7000 Fax: (972) 450-7043

AGENDA

WORK SESSION OF THE CITY COUNCIL

6:00 P.M.

AND

REGULAR MEETING OF THE CITY COUNCIL

7:30 P.M.

APRIL 22, 2008

TOWN HALL

5300 BELT LINE ROAD

WORK SESSION

Item #WS1 - Discussion regarding self-serve fueling and pricing.

Item #WS2 - Discussion regarding Airport Capital Improvement Program Funding Issues.

Item #WS3 - Discussion regarding adopting the 2006 International Building, Property Maintenance, Electrical, Mechanical, Plumbing, Residential and Fire Prevention and Protection Codes.

REGULAR SESSION

Item #R1 - Consideration of Old Business.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

April 7, 2008, Special Meeting and Work Session

April 8, 2008, Regular City Council Meeting and Work Session

Item #R3 - Consideration and approval of a resolution supporting the Dallas Independent School District Bond Election.

Item #R4 - Consideration and approval of a proposal from John Stainback to study the Town's possible participation in the expansion of existing hotels in Addison.

Attachments:

1. Council Agenda Item Overview
2. Letter of Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R5 - Discussion regarding proposed amendments to Chapters 66 and 82 of the Town's Code of Ordinances related to utility administration and collections for the Town.

Item #R6 - Consideration and approval of the award of a bid to Standard Waste Systems in the amount of \$27,409.44 for trash pickup at Town facilities.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

Item #R7 - Presentation and discussion of the revised Employee Handbook.

Attachment:

1. Council Agenda Item Overview
-

Item #R8 - Consideration and approval authorizing the City Manager to enter into the North Central Texas Council of Governments Interlocal Agreement for Solid Waste Implementation and accept the associated grant awarded in the amount of \$69,700.

Attachments:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval.

Item #R9 - Consideration and approval authorizing the City Manager to enter into a Professional Services Agreement with Brad Goldberg, Inc., in an amount not to exceed \$42,000.00 for Artist's Services for the proposed 1.5 Million Gallon Elevated Storage Tank.

Attachments:

1. Council Agenda Item Overview
2. Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R10 - Consideration and approval to award a bid to Municipal Utilities, Inc., in the amount of \$219,000 for construction of the Waterview Estates & Grand Addison II Water Service Replacement Project.

Attachments:

1. Council Agenda Item Overview
2. Bid Tabulation

Administrative Recommendation:

Administration recommends approval.

Item # R11 - Discussion and consideration of approval of a Resolution of intent to participate in the National Flood Insurance Program.

Attachment:

1. Council Agenda Item Overview

Administrative Recommendation:

Administration recommends approval

Item #R12 - Consideration and approval of an Estoppel Agreement by the Town of Addison to and in favor of Concourse Plaza II, LTD., Ground Lease 0950-5101, on Addison Airport.

Attachments:

1. Council Agenda Item Overview
1. Bill Dyer Memorandum
2. Agreement

Administrative Recommendation:

Administration recommends approval.

Item #R13 - Discussion and consideration of appointment of members and alternates to the Board of Zoning Adjustment.

Attachments:

1. Council Agenda Item Overview
 2. Current list of Board of Zoning Adjustment Members
-

Item #R14 - Consideration and approval of adopting the ordinances for the 2006 International Building, Property Maintenance, Electrical, Mechanical, Plumbing, Residential and Fire Prevention and Protection Codes.

Attachments:

1. Markup/Final Ordinance-International Building Code
2. Markup/Final Ordinance-International Property Maintenance Code
3. Markup/Final Ordinance-International Code Council Electrical Code
4. Markup/Final Ordinance-International Mechanical Code
5. Markup/Final Ordinance-International Plumbing Code
6. Markup/Final Ordinance-International Residential Code
7. Markup Ordinance-International Fire Prevention and Protection Code

Administrative Recommendation:

Administration recommends approval.

Item #R15 - Discussion and consideration of an Addison Sustainability Philosophy.

Attachments:

1. Memorandum
2. Appendix A
3. Sustainability Guidelines
4. Betsy del Monte Memo and Sustainability Articles

Administrative Recommendation:

Administration recommends approval.

Item #R16 - Discussion and consideration of a Planning & Zoning Commission Study on Sustainability as it Relates to Building and Development Standards.

EXECUTIVE SESSION

Item #ES1 - Closed (Executive) session of the Addison City Council, pursuant to Section 551.074, Tex. Gov. Code, to deliberate the evaluation of the City Manager.

Item #R17 - Discussion and consideration of approval of a resolution regarding compensation for the City Manager.

Adjourn Meeting

Posted:
April 18, 2008 at 5:00 P.M.
Mario Canizares - City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

Council Agenda Item **#WS1**

There are no attachments for this Item.

Council Agenda Item **#WS2**

There are no attachments for this Item.

Council Agenda Item **#WS3**

There are no attachments for this Item.

**OFFICIAL ACTIONS OF SPECIAL MEETING AND WORKSESSION
OF THE CITY COUNCIL**

March 7, 2008
6:00 P.M.-Addison Service Center
16801 Westgrove
Addison, TX 75001

Present: City Council Members: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Meier, Mellow and Niemann

Absent: None

Item #WS1 - Citizen Advisory Committee update and discussion.

- DART/Cotton Belt

Ron Whitehead led the discussion regarding this item.

- Enhanced Communications

Lea Dunn led the discussion regarding this item.

- Addison Community Foundation

Mario Canizares led the discussion regarding this item.

- Sustainability

Ron Whitehead led the discussion regarding this item.

- Culinary District

Councilmembers Todd Meier and Tom Braun led the discussion regarding this item.

- Education (Adult and Children)

Ron Whitehead and Chris Terry led the discussion regarding this item.

- Performing and Visual Arts

Ron Whitehead and Chris Terry led the discussion regarding this item.

- Cavanaugh

Lea Dunn led the discussion regarding this item.

- Business Development

Bob Phillips led the discussion regarding this item.

- Belt Line Re-Development

Lea Dunn led the discussion regarding this item.

- Quality of Life

Mario Canizares led the discussion regarding this item.

No action was taken on these items.

Item #WS2 - Discussion regarding the following (submitted by Councilmember Greg Hirsch):

- Summer Family Programs
- FY 2008/09 budget process and handling neighborhood interests
- Residential sidewalk maintenance
- City Council team building

Councilmember Greg Hirsch led the discussion regarding:

- Summer Family Programs
- FY 2008/09 budget process and handling neighborhood interests
- Residential sidewalk maintenance
- City Council team building

No action was taken on this item.

Item #WS3 - Discussion regarding the following (submitted by Councilmember Todd Meier):

- Addison Visitor Center
- Sustainability program and Planning & Zoning
- Addison's branding/marketing efforts
- Water rates for Addison residents

Councilmember Todd Meier led the discussion regarding the following:

- Addison Visitor Center
- Sustainability program and Planning & Zoning
- Addison's branding/marketing efforts
- Water rates for Addison residents

- Hotel/Motel Tax Funds
- WaterTower Theatre

No action was taken on this item.

#WS4 - Discussion regarding the following (submitted by Councilmember Tom Braun):

- Board of Zoning Adjustment

Councilmember Tom Braun led the discussion regarding the following:

- Board of Zoning Adjustment

No action was taken on this item.

There being no further business before the Council, the meeting was adjourned.

Mayor-Joe Chow

Attest:

City Secretary-Mario Canizares

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
WORK SESSION**

April 8, 2008
6:30 P.M. – Town Hall
5300 Belt Line Road
Upstairs Conference Room

Present: Mayor Chow, Councilmembers Braun, Kraft, Meier, Hirsch, Mellow and Niemann

Absent: None

Work Session

Item #WS1 - Discussion regarding a proposal from John Stainback to study the Town's possible participation in the expansion of existing hotels in Addison.

Ron Whitehead led the discussion. There was no action taken.

Item #WS2 - Discussion regarding the National Flood Insurance Program.

Nancy Cline led the discussion. There was no action taken.

Mayor-Joe Chow

Attest:

City Secretary-Mario Canizares

**OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL
REGULAR SESSION**

April 8, 2008
7:30 P.M. – Town Hall
5300 Belt Line Road
Council Chambers

Present: Mayor Chow, Councilmembers Braun, Hirsch, Kraft, Meier, Mellow and Niemann

Absent: None

Regular Session

Item #R1 - Consideration of Old Business.

The following employees were introduced to the Council: Modesto Orona with the Parks Department and David Benson with the Fire Department.

Ron Whitehead was recognized by the Mayor and Council regarding the award of two plaques:

Public Administrator of the Year Award, Presented by the American Society for Public Administration, North Texas Chapter.

Mentoring Recognition Award, Presented by the University of North Texas Department of Public Administration.

Item #R2 - Consent Agenda.

#2a - Approval of the Minutes for:

March 25, 2008, Regular City Council Meeting and Work Session

Councilmember Niemann moved to duly approve the March 25, 2008, Regular City Council Meeting and Work Session Minutes as written.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann

Voting Nay: None

Absent: None

Item #R3 - Presentation of the Addisontx.gov web site by Hamid Khaleghipour.

Hamid Khaleghipour presented this Item. There was no action taken.

Item #R4 - Consideration and approval of a contract with Convergent Technologies LLC., for the purchase and installation of a Wireless Mesh network at the Addison Circle Park in the amount of \$49,520.60, and authorizing the City Manager to execute the same, subject to the City Attorney's final approval.

Councilmember Braun moved to duly approve a contract with Convergent Technologies LLC., for the purchase and installation of a Wireless Mesh network at the Addison Circle Park in the amount of \$49,520.60, and authorizing the City Manager to execute the same, subject to the City Attorney's final approval.

Councilmember Meier seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann
Voting Nay: None
Absent: None

Item #R5 - Consideration and approval of an ordinance for a meritorious exception to Section 62-163, Area, of the Sign Ordinance, requested by Assurant, located at 4550 Excel Parkway, Suite #400.

Councilmember Braun moved to deny an ordinance for a meritorious exception to Section 62-163, Area, of the Sign Ordinance, requested by Assurant, located at 4550 Excel Parkway, Suite #400.

Councilmember Niemann seconded. Motion carried.

Voting Aye: Braun, Hirsch, Meier, Niemann
Voting Nay: Kraft, Chow, Mellow
Absent: None

Item #R6 - Consideration and approval of a contract with Anderson Paving for repair and overlay to Sakowitz Drive, and for repairs to Addison Road.

Councilmember Kraft moved to duly approve a contract with Anderson Paving for repair and overlay to Sakowitz Drive, and for repairs to Addison Road.

Councilmember Braun seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Niemann
Voting Nay: Mellow
Absent: None

Item #R7 - Consideration and approval of a contract with Icon Consulting Engineers, Inc., for the preparation of Construction Documents for Brookhaven Club Drive, Street "B" and Vitruvian Park.

Councilmember Niemann moved to duly approve a contract with Icon Consulting Engineers, Inc., for the preparation of Construction Documents for Brookhaven Club Drive, Street "B" and Vitruvian Park, subject to City Attorney and City Manager approval, and to the issuance of certificates of obligation, and removal of any markups for reimbursable expenses.

Councilmember Mellow seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann

Voting Nay: None

Absent: None

Item #R8 - Consideration and approval for the Addison Fire Department to submit a grant application to the U.S. Department of Homeland Security, Assistance to Firefighters Grant Program.

Councilmember Braun moved to duly approve of the Addison Fire Department submitting a grant application to the U.S. Department of Homeland Security, Assistance to Firefighters Grant Program.

Councilmember Kraft seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann

Voting Nay: None

Absent: None

Item #R9 - REPLAT/Addison Airport Industrial District, Lot 7A & 14A, Block B. Consideration of approval of a replat for two lots on 5.083 acres, located east of Midway Road, at the corner of Wright Brothers Drive and Wiley Post Road, on application from Westerman, Ltd., represented by Mr. Christopher McClusky of Pacheco Koch Consulting Engineers.

Councilmember Niemann moved to duly approve of the Replat/Addison Airport Industrial District, Lot 7A & 14A, Block B, for two lots on 5.083 acres, located east of Midway Road, at the corner of Wright Brothers Drive and Wiley Post Road, on application from Westerman, Ltd., represented by Mr. Christopher McClusky of Pacheco Koch Consulting Engineers, subject to the following conditions:

1. Monuments must be set at all property corners that do not currently have monuments. Please revise the plat as required.
2. Please define the purpose of the "10' Reserve" along Midway Road.
3. Please insure that the limits of the sanitary sewer easement are clearly delineated.
4. If possible, do not show the building lines on adjacent tracts and abandon.
5. The building line in the platted area by this plat.

6. Add a 5' Sidewalk, Utility & Drainage Easement along Midway Road.
7. Add a 15' Drainage Easement along the southern lot line of Lot 14A.
8. Provide a closure sheet.

Councilmember Kraft seconded. Motion carried.

Voting Aye: Chow, Braun, Hirsch, Kraft, Meier, Mellow, Niemann

Voting Nay: None

Absent: None

There being no further business before the Council, the meeting was adjourned.

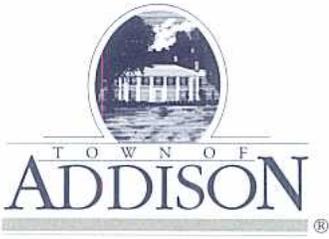
Mayor-Joe Chow

Attest:

City Secretary-Mario Canizares

Council Agenda Item **#R3**

There are no attachments for this Item.



OFFICE OF THE CITY MANAGER

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

April 16, 2008

The Honorable Mayor and City Council

I would recommend that we employ Stainback Public Private Real Estate to perform a study to help us determine the appropriateness of the town participating in the cost of expanding both meeting space and the number of rooms at our existing hotels. We would like to explore the idea of creating a program that we would be able to apply to all hotels within Addison. The economic benefits of such a program would be analyzed and we would look at the specific program before us from the Marriott Quorum.

This could potentially be part of our business retention and development program for hotels. We obviously want to maintain the quality of our hotel offering in Addison and we are looking for creative ways to remain competitive in a crowded hotel market.

A handwritten signature in blue ink, appearing to read "Ron Whitehead". The signature is stylized and written in a cursive-like font.

Ron Whitehead
City Manager

March 6, 2008

Ron Whitehead
City Manager
Town of Addison
5300 Belt Line Road
Addison, TX 75001

Dear Mr. Whitehead:

Based on our lengthy meeting yesterday, we have prepared a contract with a strong focus on three issues. The Scope of Work, which includes a "Menu of Services" for you and your staff to decide the most effective ways Stainback Public/Private Real Estate (SPPRE) can assist in developing a Plan of Action to optimize the demand for conference/meeting space city-wide. There appears to be a strong demand for meeting space with direct access to Full-Service hotels.

Scope of Work

We will focus on three issues concurrently:

- Determine alternative finance and non-finance methods for the Town to facilitate the development of meeting space at all hotels throughout the Town. We will also develop methods to finance additional new hotel rooms to optimize the use of existing meeting space.

The primary basis for Town participation will be 1) the optimum meeting space/room count ratio; and the Town's Return on Investment (ROI) and "Leverage Ratio" of Town investment vs. Hotel Owner/Operator investment. The ROI will be calculated two ways: 1) Town investment compared to a to-be-determined share of the projected NOI from the meeting space, and 2) Town investment compared to Hotel Occupancy Tax (HOT) and Sales Tax generated by the meeting space.

- The Town has been approached by Marriott to structure a public/private finance plan for new meeting space located at the "Quorum by the Galleria". We will determine whether financial assistance is warranted, and if warranted, we will develop a public/private finance plan.

We will complete an analysis of Marriott's Total Development Budget (TDB) and their Proforma for the proposed meeting space. The analysis will also include checking all assumptions and major costs to determine whether they are in sync with Industry Standards.

- Develop alternative actions for the Town's existing conference center.
This may include a shared-use concept with the Town Theatre.

Additional Services Related to the Tasks Described Above:

- Review data and information provided by hotel owners
- Complete research on national trends for hotel-related meeting space.
- Meetings with various hotel owners and/or operators
- SPPRE will prepare Financial Engineering Diagrams
- We will prepare Tax Revenue Summary Chart(s)
- Participate in a half-day work-session with Town Officials and Staff
- Prepare PowerPoint presentation(s)
- Participate and/or lead presentation(s) to Town Council

Professional Fee

SPPRE will provide public/private finance and development consulting services to the Town of Addison on an as needed basis. Our estimated fee cap to complete the proposed Steps is based on the level of skill and the amount of time required completing the tasks within the Steps requested by the Town.

SPPRE's 2008 hourly rates for consulting services are as follows:

- Project Director: \$535 per hour
- Project Manager: \$355 per hour
- Associate: \$250 per hour
- Analyst: \$195 per hour
- Graphic Designer: \$125 per hour

These fees have been adjusted to reflect increased demand for our services, inflation, and general cost of doing business.

For the work required in this Scope of Services, we have placed a cap on our professional fee of \$50,000, not to be exceeded without prior written authorization from the Town. The estimate of this cap (budget) is based on the anticipated time required to complete each Step outlined. However, the actual budget may vary from this amount based on the participation and level of interaction required by the Town.

In addition to our professional fee, the direct expenses (e.g., airfare, lodging, ground transportation, mileage, parking, purchase of materials (if necessary), etc.) will be billed at cost. The invoice amount will also include allocated expenses, calculated at thirteen and one-half percent (13.5%) of our professional fee, to cover telephone facsimile, overnight mail expenses, secretarial and accounting support, and other indirect costs.

In Order to Commence Work:

Because of our prior working relationship with the Town, a retainer to begin work is waived. A signed copy of this agreement is all that is required to commence work.

Invoices:

We will bill the Town on a bi-monthly basis. Payments are due net 30 days. For any late payments, a late fee equal to the Prime Rate as established by the Wall Street Journal plus 1.0% of the unpaid balance will be applied on a daily basis (as of March 2008, the Prime is at 6.00%).

This agreement is terminable upon 15-days written notice by either SPPRE, or the Town; however, the Town will remain liable to SPPRE for all fees and expenses earned or accrued to the date that notice is received.

Acceptance

If this letter contract meets your approval, **kindly sign and return one copy to us**, which will serve as authorization to commence work. If you have any questions, please feel free to contact John Stainback at 713.621.3007. We look forward to working closely with the Town to assist in optimizing the demand for hotel-related conference/meeting space and developing creative public/private finance plans which will reduce any capital investment by the Town.

Respectfully submitted,

SPPRE, LLC

Accepted this day _____ of March, 2008

Town of Addison
Addison, TX

By: _____

Title: _____

Council Agenda Item **#R5**

There are no attachments for this Item.

Council Agenda Item: #R6

SUMMARY:

This item is to consider an award of a bid to Standard Waste Systems in the amount of \$27,409.44 for trash pickup at town facilities.

FINANCIAL IMPACT:

Budgeted Amount: \$40,000.00

Cost: \$27,409.00

These services were last bid in April 2005. The contract was awarded to Trash King with a bid of \$27,147.47. The bid submitted by Standard Waste is approximately 1% higher than Trash King's bid in 2000.

BACKGROUND:

The scope of work includes providing the appropriate trash container and pick-up at the following facilities:

- Service Center – Twice a week pick-up
- Finance Building – Once a week pick-up
- Fire Station #1 – Twice a week pick-up
- Fire Station #2/Addison Athletic Club – Twice a week pick-up
- Police Station – Twice a week pick-up
- Conference Centre – Twice a week pick-up
- Parks Department – On-call pick-up (approximately 52 times per year)
- Street Department – On-call pick-up (approximately 72 times per year)

Vendors were also asked to provide an amount that would be charged if an additional pick-up was required at each of these facilities.

Bids were received from six vendors, which are listed on the attached bid tabulation form. The bids received from Waste Management and Republic Waste Services did not have a bid bond, and were therefore disqualified. Bids from Trash King and Community Waste Disposal were not signed, and were likewise disqualified.

Standard Waste was the low bidder, and a reference check performed by the Town's Streets Department revealed a high quality of service with quick response times. Standard Waste currently holds contracts with the City of Dallas and the Irving Independent School District. Staff feels confident that Standard Waste will be able to meet the requirements and specifications of this bid.

RECOMMENDATION:

Staff recommends approval of this bid.

Council Agenda Item: #R7

SUMMARY:

Presentation and discussion of the revised Employee Handbook

FINANCIAL IMPACT:

N/A

BACKGROUND:

The Town of Addison's Employee Handbook had not been updated in a number of years. Therefore, the Town contracted with former Human Resources Director, Judy Stafford, in conjunction with Bettye Lynn, Attorney at Law, to review and ensure that the Town's current policies and practices are reflected in the handbook. In addition, staff, including the City Attorney, Department Directors and the Human Resources staff, has had the opportunity to review and suggest changes.

RECOMMENDATION:

Staff would like to briefly present and review the Employee Handbook as well as answer any questions before bringing it back at a later Council meeting for adoption.

Council Agenda Item: #R8

SUMMARY:

This agenda item is to authorize the City Manager to enter into the North Central Texas Council of Governments Interlocal Agreement for Solid Waste Implementation and accept the associated grant awarded in the amount of \$69,700.

FINANCIAL IMPACT:

The Town of Addison was awarded \$69,700 for the following equipment items:

- | | |
|---|-----------------|
| 1. 2008 Ford F550 Super Duty (1) | \$30,525 |
| 2. Bandit model 1090XP Chipper (1) | \$29,000 |
| 3. Ox Bodies, Inc. Enclosed Box Bed with Hydraulic Lift (1) | <u>\$10,175</u> |

Total Dollar Amount for one (1) truck with hydraulic lift, and one chipper: \$69,700

BACKGROUND:

In November of 2007, Addison staff brought to Council an application for funding through the Regional Solid Waste Local Project Funding Program awarded by NCTCOG. This grant was specifically to address the cities focus on decreasing the amount of waste that goes into the area landfills.

The monies the city was awarded will buy the equipment necessary to chip and haul brush. As part of the grant application, the Town explained that an equivalent of one full time employee will be used to operate the new equipment. The Town plans to accomplish this by splitting the time of the existing bulk trash pick up crew to include chipping mulch. The mulch generated will be used to maintain our existing planting beds where appropriate. Any excess mulch will be sent to a mulch and composting facility, diverting the material from the area landfills.

By participating in this program, Addison agrees to comply with and support the adopted regional (and local) solid waste management plans as well as comply with the requirements of NCTCOG, Texas Commission on environmental Quality and the State of Texas.

RECOMMENDATION:

Staff recommends approval authorizing the City Manager to enter into the North Central Texas Council of Governments Interlocal Agreement for Solid Waste Implementation and accept the associated grant awarded in the amount of \$69,700.

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
INTERLOCAL AGREEMENT FOR SOLID WASTE IMPLEMENTATION GRANT PROJECT**

This Interlocal Agreement is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality nor the State of Texas is a party to this Agreement.

CONTRACTING PARTIES:

The Funding Agency: **North Central Texas Council of Governments**
Herein referred to as **"NCTCOG"**

Funds Recipient: **Town of Addison, Texas**
Herein referred to as **"FUNDS RECIPIENT"**

II. SERVICES TO BE PERFORMED:

For the **Addison Yard Waste Recycling project**, the FUNDS RECIPIENT shall complete all work as specified or indicated in "Attachment A - Work Program and Schedule of Deliverables of FUNDS RECIPIENT".

III. FUNDING AMOUNT:

The funding amount under this Interlocal Agreement is: **sixty nine thousand seven hundred dollars (\$69,700)**. The budget details are in Attachment C.

IV. TERM OF CONTRACT:

This Interlocal Agreement is effective **March 24, 2008** and shall terminate **July 31, 2009**. This Interlocal Agreement shall immediately terminate at the end of any state fiscal year for which the Texas Legislature fails to appropriate funds necessary to perform this agreement.

This Interlocal Agreement must be signed and executed **forty-five (45) days** from the effective date stated above.

In the event funding is not available, the parties further agree that NCTCOG has no further obligation to pay and "FUNDS RECIPIENT has no further duty to perform under terms of this agreement.

V. ADDITIONAL CONTRACT PROVISIONS:

See Attachment C - Schedule for Reimbursement and Reporting, Attachment D - Special Provisions, and Attachment E - General Provisions.

VI. ENTIRE CONTRACT:

This Interlocal Agreement, including all Attachments, represents the entire contract between the contracting parties. Any changes or modifications to this Interlocal Agreement must be in writing. Funds for this subcontract are currently available from the Texas Solid Waste Disposal and Transportation Revenue Fee, as proscribed in Texas Health and Safety Code Chapter 361.014. Due to demands upon the source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code Chapter 361.014(d), will be depleted or reduced prior to completion of this Interlocal Agreement. The parties agree that all funding arranged under this Interlocal Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account.

The NCTCOG has certified, and the FUNDS RECIPIENT certifies that each has the authority to perform the services contracted for by authority granted in "the Regional Planning Act of 1965," Texas Local Government Code, Chapter 391 and "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

COUNCIL OF GOVERNMENTS

North Central Texas Council of Governments

Funding agency

Signature

Mike Eastland
Name

Executive Director
Title

Date

PROJECT FUNDS RECIPIENT

City of Addison, TX

Local Government

Signature

Name

Title

Date

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APPENDIX:

- PROJECT REPORT FORMS
- FINANCIAL REIMBURSEMENT FORMS
- Example of a RELEASE OF CLAIMS

Attachment A. Work Program and Schedule of Deliverables

In concert with the Regional Solid Waste Management Plan "Time to Recycle" goal, the Town of Addison will add yard waste recycling to its existing single family recycling program. The Town requests \$69,700 in grant funding to purchase a truck, chipper and hydraulic lift to implement this program. This equipment will be used for 100% MSW-related activities, and will be stored/maintained at the Addison Service Center at 16801 Westgrove Drive.

The Regional Solid Waste Management Plan lists a preferred hierarchy of management methods for solid waste, citing the two most preferred methods as "Source reduction and waste minimization" and "Reuse or recycling of waste". The proposed addition to the town of Addison's recycling program effectively addresses both of these methods and will enhance their solid waste management program.

In addition to Addison's current curbside recycling program, collecting from its 1,675 single family homes with a 90% per month participation rate, Addison staff collects yard waste five days a week. This service will be vastly improved by mulching and recycling the yard waste instead of disposing of it at the landfill. A portion of the mulch generated will be used by the Addison Parks Department as replacement for planting beds. The remaining mulch will be sent to a recycling or composting facility. This will be an ongoing service and will continue to be funded since the City Council has expressed support for recycling yard waste.

Scope of Work/Timeline

1. Purchase Equipment (Town of Addison Public Works Staff)
 - a. Place order – April, 2008
 - b. Receive Equipment – July, 2008
2. Place Equipment into service (town of Addison Public works Staff)
 - a. Begin mulching yard waste – August, 2008
 - b. Use mulch generated for replacement in City managed planting beds – August, 2008
3. Execute an agreement with recycling and/or composting facility for disposal of excess material (Town of Addison Public Works Staff) – September, 2008
4. Begin hauling excess material to recycling and/or composting facility (Town of Addison Public Works Staff) – October, 2008
5. Furnish all necessary NCTCOG final reports, reimbursement requests and Release of Claims – July 2009.

Attachment B. Schedules for Requests for Reimbursement and Quarterly Status Reports

1. REQUESTS FOR REIMBURSEMENT

The FUNDS RECIPIENT must submit a "Request for Reimbursement" at least quarterly (**even if no funds were spent**), but not more frequently than once a month, for reimbursement of actual allowable costs. Requests for Reimbursement may be submitted monthly and are not associated with the Status Report schedule. All Requests for Reimbursement shall be submitted in accordance with the requirements identified in Attachment D, Article 04 "Reimbursement Procedures" of this Interlocal Agreement.

The final Request for Reimbursement must include a Release of Claims as indicated under Attachment E. Article 09, "Release of Claims" of this Interlocal Agreement.

2. QUARTERLY STATUS REPORTS

The following represents the reporting schedule for projects funded in fiscal years 2008-09:

DUE DATES FY2008 PROGRESS REPORTS	REPORTING PERIOD
Quarterly Project Summary/Results Report #1: Due Friday, June 6, 2008	March 2008 through May 2008
Quarterly Project Summary/Results Report #2: Due Friday, September 5, 2008	June 2008 through August 2008
Quarterly Project Summary/Results Report #3: Due Friday, December 5, 2008	September 2008 through November 2008
Quarterly Project Summary/Results Report #4: Due Friday, March 6, 2009	December 2008 through February 2009
Quarterly Project Summary/Results Report #5: Due Friday, June 5, 2009	March 2009 through May 2009
Final Results Report & Release of Claims Due Friday, August 21, 2009	June 2009 through July 31, 2009
Follow-Up Results Report: Due Friday, August 5, 2010	One (1) year after completion of the project upon NCTCOG request.

Attachment C. Budget and Detailed Cost Sheets

Note: This Budget information is taken directly from the Project Application.

BUDGET ITEM	PROJECT FUNDING AMOUNT	MATCHING SERVICES	CASH CONTRIBUTION	TOTAL PROJECT
1. Personnel/salaries	\$	\$ 36,067	\$	\$ 36,067
2. Fringe benefits	\$	\$ 10,820	\$	\$ 10,820
3. Travel	\$	\$	\$	\$
4. Supplies	\$	\$	\$	\$
5. Equipment	\$ 69,700	\$	\$	\$ 69,700
6. Construction	\$	\$	\$	\$
7. Contractual	\$	\$	\$	\$
8. Other	\$	\$	\$	\$
Total direct charges (sum of lines 1-8)	\$ 69,700	\$	\$	\$
9. Indirect charges	\$	\$	\$	\$
Total cost (sum of 1-9)	\$ 69,700	\$ 46,887	\$	\$ 116,587

Note: Matching services should relate only to staff or services directly involved with the funded project. Cash contributions identified in this project budget should be tracked separately from the in-kind services, with the understanding that if in-kind or cash contributions are not provided during the term of the grant, NCTCOG may terminate the grant for non-compliance.

LIST MATCHING SERVICES & CASH CONTRIBUTIONS HERE

Full Time employee

\$17.34/hour totaling \$36,067/year

Fringe Benefit Rate (30%) totaling \$10,820/year

Total Matching Services - \$46,887/year

DETAILED BUDGET SHEET - Line(s) 1, 2 and/or 9: Personnel/Salaries/Fringe Benefits/Indirect Rate

This budget sheet should be completed if any expenses are entered for Personnel/Salaries on Line 1 of the Project Budget Summary; otherwise omit. \$ _____

In the space below, list the names, and titles of individuals whose salaries are paid for in all or in part from project funds. Also indicate if funds are for a new or existing employee.

If your budget lists fringe benefits (line 2) and indirect costs (line 9), you also must provide the following information:

◆ What is your fringe benefit rate: _____%

◆ What is your indirect charge rate*: _____%

* In accordance with the UGMS, indirect charges may be authorized if the applicant has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or by a state single audit coordinating agency. Alternatively, the applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.

Grant Project Number 08-04-G15, Addison Yard Waste Recycling
DETAILED BUDGET SHEET - Line 3: Project-Funded Travel

This budget sheet should be completed if any expenses are entered for travel on Line 3 of the Project Budget Summary; otherwise omit. \$ _____

The following is an itemized list of the types of travel expenses expected, identifying the parties and purposes involved. In general, all travel is within the North Central Texas region or within Texas. All proposed travel outside Texas **must** be specifically listed and will need specific approval from the NCTCOG and the TCEQ.

Grant Project Number 08-04-G15, Addison Yard Waste Recycling
DETAILED BUDGET SHEET - Line 4: **Project-Funded Supplies**

This budget sheet should be completed if any expenses are entered for supplies on Line 4 of your Project Budget Summary; otherwise omit. \$ _____

This type of expenditures must generally relate to the routine purchase of office supplies (paper, pencils, staple, etc.) or other goods that are consumed in a relatively short period of time in the regular performance of general office activities. (Expenses for food and alcoholic or non-alcoholic beverages are **not** allowable.)

The following is an itemized list of the general types of supplies and their cost that are intended to be purchased with project funding:

<u>Item</u>	<u>Unit Cost</u>	<u>Total Cost</u>
-------------	------------------	-------------------

Grant Project Number 08-04-G15, Addison Yard Waste Recycling
DETAILED BUDGET SHEET - Line 5: **Project-Funded Equipment**

This budget sheet should be completed if any expenses are entered for equipment on Line 5 of the Project Budget Summary; otherwise omit. \$ 69,700

Equipment includes all non-construction related, tangible property having a unit acquisition cost of **\$5,000** or more, with an estimated useful life of over one-year. All equipment purchases must be pre-approved by the NCTCOG.

Equipment Items:

- | | |
|---|----------|
| 1. 2008 Ford F550 Super Duty (1) | \$30,525 |
| 2. Bandit model 1090XP Chipper (1) | \$29,000 |
| 3. Ox Bodies, Inc. Enclosed Box Bed with Hydraulic Lift (1) | \$10,175 |

Grant Project Number 08-04-G15, Addison Yard Waste Recycling
DETAILED BUDGET SHEET - Line 6: **Project-Funded Construction**

This budget sheet should be completed if any expenses are entered for construction on Line 6 of the Project Budget Summary; otherwise omit. \$ _____

All construction projects **must** be pre-approved by the NCTCOG. Construction costs include facility design, site preparation, and facility construction. Indicate clearly whether construction services are provided by you (project funds recipient) or through subcontracts for outside services.

Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. Appropriate costs that may be included are:

- the cost of materials and labor connected to the construction project;
- the cost of equipment attached to the permanent structure; and the cost of planning the project; and,
- any subcontracts, including contracts for services, performed as part of the construction.

All local government municipal laws and regulations, including UGMS, for bidding and contracting for services must be followed.

The following is an itemized list the construction expenses associated with the funded project, with as many specifications as possible:

Grant Project Number 08-04-G15, Addison Yard Waste Recycling
DETAILED BUDGET SHEET - Line 7: **Project-Funded Contractual**

This budget sheet should be completed if any expenses are entered for contractual services on Line 7 of the Project Budget Summary; otherwise omit. \$ _____

All contractual expenses **must** be pre-approved by NCTCOG. Expenses included under this category should be for costs for professional services or tasks provided by a firm or individual who is not employed by the project funds recipient other than those related to construction. All local government municipal laws and regulations, including UGMS, for bidding and contracting for services must be followed during the project period.

Any expenses (including legal fees, staff time, travel and communications) related in any way to drafting legislation, lobbying for legislation, or other political activities are **not** allowable under this program.

The following is an itemized list of the contractual expenses associated with the funded project, with as many specifications as possible:

Grant Project Number 08-04-G15, Addison Yard Waste Recycling
DETAILED BUDGET SHEET -Item 8: Project-Funded Other Expenses

This budget sheet should be completed if any expenses are entered under "other" on Line 8 of the Project Budget Summary; otherwise omit.

"Other" expenses are those for items or services that do not readily fit into any of the previous budget categories.

The following is an itemized list of other expenses:

- \$ _____ Postage/delivery
- \$ _____ Telephone/FAX
- \$ _____ Utilities
- \$ _____ Printing/reproduction
- \$ _____ Advertising/public notices
- \$ _____ Signage
- \$ _____ Training
- \$ _____ Office space and equipment rentals
- \$ _____ Basic office furnishings (desks, chairs, filing cabinets, etc.)
- \$ _____ Books and reference materials
- \$ _____ Computer Hardware (under \$5,000 & not listed under equipment category)
- \$ _____ Computer Software

- \$ _____ Miscellaneous other expenses
 (Separately itemize these expenses below)

\$ _____	TOTAL "other" expenses, equal to the amount entered on Line 8 of the budget summary.
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Attachment D. Special Provisions

Article 01: Purpose of the Interlocal Agreement

The purpose of this Interlocal Agreement is to implement the provisions of §361.014(b) of the Texas Health and Safety Code, regarding the distribution of solid waste fee revenue funds in support of local and regional solid waste projects consistent with the regional solid waste management plans adopted by the NCTCOG and Texas Commission on Environmental Quality (TCEQ). This Interlocal Agreement is to perform specific tasks identified by NCTCOG's Resource Conservation Council (RCC) among several top-ranked local project proposals during the FY2008 grant funding cycle.

Article 02: Limitations and Reporting Requirements

Pursuant to §391 of the Local Government Code, funds received under this Interlocal Agreement will be expended only subject to the limitations and reporting requirements similar to those set forth in this Article:

- Audit and Reporting Requirements that the FUNDS RECIPIENT annually report to the Governor, §391.0095 of the Local Government Code, and 1 TAC §5.83 and §5.87, Governor's Office Regulations.
- FUND RECIPIENT'S Indirect Costs must comply with §391.0115 of the Local Government Code, and 1 TAC §5.86, Governor's Office Regulations.
- Restrictions on FUNDS RECIPIENT Travel Cost, §391.0115 of the Local Government Code, and 1 TAC §5.86, Governor's Office Regulations.
- Restrictions on Use of Alcoholic Beverages, §391.0115 of the Local Government Code, and 1 TAC §5.86, Governor's Office Regulations.
- Restrictions on Lobbying and Nepotism, §391.0116 of the Local Government Code, and 1 TAC §5.89, Governor's Office Regulations.
- Salary Administration Provisions and Schedules and Position Classification Schedules, §391.0117 of the Local Government Code, and 1 TAC §5.85, Governor's Office Regulations.
- General Limitations on Expenditures, §6.01 of SB 1, General Appropriations Act, 79th Legislative Session.

Article 03. Financial Obligation

The FUNDS RECIPIENT is responsible for ensuring that expenditure amounts remain within the total budget limits. The FUNDS RECIPIENT must maintain records and documentation materials consistent with the requirements of this Attachment D "Special Provisions," the Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et. seq., and the Uniform Grant Management Standards, 1 Texas Administrative Code (TAC), §§5.141 et. seq. (collectively, "UGMS"). The FUNDS RECIPIENT must also follow up on any problems identified through its financial monitoring program.

In consideration of full and satisfactory performance hereunder, NCTCOG will be liable to the FUNDS RECIPIENT in an amount equal to the actual costs incurred by the FUNDS RECIPIENT in rendering such performance, subject to the following limitations:

NCTCOG is not liable for expenditures made in violation of Attachment E, Article 24, which outlines supplemental funding standards as defined by the TCEQ. NCTCOG is not liable for any costs incurred by FUNDS RECIPIENT in the performance of this Interlocal Agreement that

Grant Project Number 08-04-G15, Addison Yard Waste Recycling

have not been billed to NCTCOG within **thirty (30) calendar days** following termination of this Interlocal Agreement.

NCTCOG is not liable to the FUNDS RECIPIENT for costs incurred or performance rendered by FUNDS RECIPIENT before commencement of this agreement or after termination of this Interlocal Agreement.

Except as specifically authorized by NCTCOG in writing, NCTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in this Interlocal Agreement, stated guidelines and applicable rules and regulations.

Failure on the part of the FUNDS RECIPIENT to comply with the conditions set forth in this Interlocal Agreement shall be the basis for termination of the Interlocal Agreement and/or the revocation of any unexpended or inappropriately expended funds.

Article 04: Reimbursement Procedures

All payments for approved project expenditures shall be on a cost reimbursement basis only. The NCTCOG reserves the right to withhold or deny payments of funds awarded under this Interlocal Agreement due to incomplete, incorrect, or inconsistent reports or tasks required under this Interlocal Agreement, until the FUNDS RECIPIENT satisfactorily completes, revises, or corrects such services or reports.

Request for Reimbursement (Summary of Project Expenditures): For expenditures already incurred, the FUNDS RECIPIENT shall submit a request for reimbursement **at least quarterly**, but no more frequently than once per month, by the tenth (10th) calendar day following the end of each month for which expenditures are claimed. The FUNDS RECIPIENT must use the required Summary of Project Expenditures (Form PT-F2), with appropriate itemized lists (Forms PT-F2-A through PT-F2-E) submitted with an original signature.

All requests for reimbursement shall provide sufficient documentation, including:

- copy of purchase order(s),
- copy of invoice(s),
- check number and/or electronic transfer number under which payment was made, and
- information concerning the costs incurred to enable the NCTCOG to ascertain the eligibility of a particular expenditure to enable subsequent audits.

Specific guidelines and requirements are given later in this Attachment D for each category of allowed expenditures, in the Articles labeled "Personnel," "Supplies," "Equipment," "Travel," etc.

The FUNDS RECIPIENT may account for expenses incurred and request reimbursement of outlays under a cash or accrual basis, as defined and authorized by the UGCM. Under this Interlocal Agreement, an eligible reimbursement cost must have been incurred within the time period indicated on the Summary of Pass-Through Grant Expenditures (Form PT-F2); shall have been already paid; or incurred by the last day of the Interlocal Agreement period of performance.

Payments: Upon review and approval of each Summary of Pass-Through Grant Expenditures, NCTCOG will make payment to FUNDS RECIPIENT, as soon as practicable. The Final Request for Reimbursement must be submitted at the end of the Interlocal Agreement period of performance and must include a Release of Claims.

Article 05. Budget Category Adjustments

The FUNDS RECIPIENT may expend funds in excess of those listed for a particular budget category within the approved budget without requiring a formal amendment to this Interlocal Agreement, if:

The FUNDS RECIPIENT adheres to all other requirements of this Interlocal Agreement, concerning obtaining prior written authorization;

- The cumulative dollar amount of all excess expenditures among direct budget categories is equal to or less than 5% of the total budget amount.
- Sufficient funds are available in other budget categories to cover the excess expenditures.
- The transfer will maintain or further the scope and objective of the project as funded by this Agreement. NCTCOG will make the final determination if a transfer furthers the scope and objective of a project.
- The FUNDS RECIPIENT notifies the NCTCOG as soon as practical of the deviation from the budget categories.
- Budget category adjustments/changes for Personnel/Salaries, Equipment, Contractual, Construction and Other expenditures must receive prior written authorization from the NCTCOG. In order to receive approval for a budget category adjustment, FUNDS RECIPIENT must complete and submit a **REQUEST FOR BUDGET REVISION** form.

Article 06. Project Reporting Requirements

The FUNDS RECIPIENT shall prepare and submit to the NCTCOG, a quarterly written progress report concerning performance under this Interlocal Agreement documenting the accomplishments and units of work performed under the Scope of Services of this Agreement. The quarterly "Summary/Results Report of Implementation Project" form must be submitted using the forms provided. The quarterly "Summary/Results Report of Implementation Project" form will be due to the NCTCOG on the days indicated under the Schedule for Reimbursement and Reporting in Attachment B.

The FUNDS RECIPIENT'S Summary/Results Report of Implementation Project report shall contain adequate descriptions of all project activities performed in order to allow the NCTCOG to evaluate compliance with the provisions of this project. Performance information concerning timelines in meeting the schedule for required reports will be maintained by the NCTCOG and shared with members of the Resource Conservation Council (RCC).

In particular, any legal research and related legal activities shall be clearly detailed in the progress reports in order to assure the NCTCOG that the activities are not prohibited under Attachment E, Article 24 of this Interlocal Agreement. The FUNDS RECIPIENT shall comply with any reasonable request by the NCTCOG for additional information on activities conducted in order for the NCTCOG to adequately monitor the FUNDS RECIPIENT'S progress in completing the requirements of and adhering to the provisions of this Interlocal Agreement.

A Final Report shall be provided in conjunction with the final request for payment under this Interlocal Agreement. In this Final Report, the FUNDS RECIPIENT shall certify, in writing, the satisfactory completion of all activities and deliverables required under this Interlocal Agreement.

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Reimbursement payments under this Interlocal Agreement may be withheld by the NCTCOG until such time as any past due progress reports are received. The Final Report shall consist of the same forms used for the Summary/Results Report of Implementation Project form and the supplemental detailed forms for this project's funding category. The Final Report shall include information on the progress during the last quarter of the project as well as cumulative information from the beginning of the project through its completion.

The FUNDS RECIPIENT also agrees to provide NCTCOG one or more "Follow-up Results" Report(s) documenting the continued impact of this funded project beyond the end date of this agreement. The Follow-up Results Report(s) will be required on a schedule to be provided by NCTCOG, approximately one year after the end of the project funding cycle. The Follow-up Results Report form will be provided by NCTCOG to the FUNDS RECIPIENT later in the funding cycle.

The FUNDS RECIPIENT agrees to provide, throughout the life of the project, additional reports (as requested by the NCTCOG) to document the project's continued results at the culmination of the project.

Timeliness in completing reporting requirements will be monitored by the NCTCOG and reported to the RCC. If the FUNDS RECIPIENT'S is not able to submit a scheduled progress report on time, the FUNDS RECIPIENT must contact the NCTCOG Project Representative for a report extension due date prior to the original submittal date. If the FUNDS RECIPIENT fails to submit the Summary/Results Report of Implementation Project form to NCTCOG's Project Representative upon notice/reminder, this matter will be brought to the attention of NCTCOG's RCC for further resolution. Failure to comply with the requirements of this Article shall constitute a breach of this Interlocal Agreement.

Article 07. Performance Measures

The timeliness of meeting reporting requirements and completion of the original Work Program will be monitored by the NCTCOG and reported to the RCC. Performance on reporting requirement information will be considered as an evaluation criteria for future Requests for Projects. As such, the FUNDS RECIPIENT is cautioned to meet all of the reporting requirements as outlined in Attachment B of this Interlocal Agreement. Prior written notification must be provided to NCTCOG in the event that the FUNDS RECIPIENT is unable to comply with the reporting requirements.

Article 08. Personnel

In addition to the project funding reimbursement request, all outlays that fall within the "Personnel/Salaries" category of the budget shall be itemized by the FUNDS RECIPIENT on Form PT-F2-A. For Personnel/Salaries expenditures, the FUNDS RECIPIENT is expected to maintain signed time sheets that can serve to verify the total, overall hours of staff time directly billed to this Interlocal Agreement. Payments from funds provided under this Interlocal Agreement for accruals such as vacation, sick leave, severance pay, or other accruals are allowed only for time during which the employee was employed and performing work under this Interlocal Agreement.

The FUNDS RECIPIENT employee positions covered in this Interlocal Agreement are listed in Attachment C. The FUNDS RECIPIENT must notify and seek approval from NCTCOG for any changes in personnel whose salaries are funded under this Interlocal Agreement.

Article 09. Travel

Only the employees of the FUNDS RECIPIENT assigned to the project should receive reimbursement for travel expenses. All travel for which expenses are claimed must be in connection with the tasks and activities required under this Interlocal Agreement, and shall be in compliance with the State Travel Regulation and Restrictions on Travel Costs as outlined in §391.0115 of the Local Government Code. Except as provided for in this Interlocal Agreement as indicated under Attachment C of the program budget, the FUNDS RECIPIENT shall obtain prior written authorization from the NCTCOG for reimbursement from the travel expense budget category of any travel expenses for persons not employed by the FUNDS RECIPIENT, and for travel by any employee not included in Attachment C of the program budget.

Out-of-state travel should not normally be allowed and will require prior written approval from NCTCOG and TCEQ, prior to the travel event. In order for travel expenses to be reimbursed under the conditions of this Interlocal Agreement, the FUNDS RECIPIENT shall comply with the State Travel Regulations as required by Section 33, Article IX, H.B. 1, and any Restrictions on Travel Costs as outlined in §391.0115 of the Local Government Code.

Documentation should, at a minimum, be consistent with the State Travel Regulations and any Restrictions on Travel Cost. The purpose of the travel shall be documented and supported with any of the appropriate records, such as automobile mileage totals for the reporting period (gasoline receipts will not be accepted for privately owned vehicles), actual receipts for hotel accommodations, public transportation receipts, airline receipts, meal receipts, etc. The reimbursement request must include the itemization of travel expenses on Form PT-F2-A. The FUNDS RECIPIENT is not required to submit a daily or incidental mileage log as a part of Form PT-F2-A. However, mileage trip logs documenting amount of miles traveled per day or per trip, the FUNDS RECIPIENT must maintain destination and purpose of trip as part of the FUNDS RECIPIENT'S records. Such mileage logs must be made available upon request by the NCTCOG or the TCEQ.

Article 10. Consumable Supplies

Expenses shall be for non-construction related costs for goods and materials having a unit acquisition cost (including freight) of less than \$1,000. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods, which are consumed by the FUNDS RECIPIENT in a relatively short period of time, in the regular performance of the general activities funded under this Interlocal Agreement. FUNDS RECIPIENT is expected to conform to the appropriate bid process for purchases according to the FUNDS RECIPIENT'S own internal policies and procedures.

Non-routine expenditures of goods and materials, not falling under the definition of Supplies, should be charged to the "Other" Expense Category. Supporting documentation shall include whatever is necessary to show that the work was performed and the expense incurred. Supporting documentation for reimbursement must include verification that the cost has been paid by the FUNDS RECIPIENT, a copy of the purchase order (if issued) and a copy of the invoice. A request for reimbursement for supplies must include itemized expenses on Form PT-F2-D.

Article 11. Equipment

For the purposes of this Interlocal Agreement, equipment is defined as those items with a unit acquisition cost of \$5,000 or greater. All equipment expenses are subject to prior approval by NCTCOG before purchase.

Subject to the obligations and conditions set forth in this Interlocal Agreement, title to real property and equipment (together hereafter referred to in this Article as "property") acquired under this Interlocal Agreement by the FUNDS RECIPIENT will vest upon acquisition or construction.

Subject to the provisions of this Interlocal Agreement and as otherwise provided by State statutes, property acquired or replaced under this Interlocal Agreement shall be used for the duration of its normally expected useful life to support the purposes of this Interlocal Agreement whether or not the original projects or programs continue to be supported by state funds.

The FUNDS RECIPIENT shall not allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the FUNDS RECIPIENT under this Interlocal Agreement.

The use of property acquired under this Interlocal Agreement, both during the term of this Interlocal Agreement and for the useful life of the property or until compensation is provided to the TCEQ for the applicable percentage share of the fair market value of the property, shall be in compliance with §361.014(b) of the Texas Health & Safety Code Annotated, which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

The FUNDS RECIPIENT may develop and use their own property management systems, which must conform to all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the FUNDS RECIPIENT is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the FUNDS RECIPIENT must meet the requirements set forth in this Section.

Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

A physical inventory of all equipment acquired or replaced under this Interlocal Agreement shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the FUNDS RECIPIENT shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The FUNDS RECIPIENT shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.

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Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the FUNDS RECIPIENT should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's state Property Accounting User Manual available on the Internet, for the most current listing. Firearms shall be maintained on the FUNDS RECIPIENT'S inventory system irrespective of cost, and the following equipment with costs between \$500 and \$5,000 shall be maintained on the inventory system: (1) stereo systems, (2) still and video cameras, (3) facsimile machines, (4) VCRs and VCR/TV combinations and (5) cellular and portable telephones.

The FUNDS RECIPIENT may for the purpose of replacing property acquired under this Interlocal Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

The FUNDS RECIPIENT agrees that if a determination is made that any property acquired with funds provided under this Interlocal Agreement with a current per-unit fair market value of \$5,000 or more is no longer needed for the originally authorized purpose, the TCEQ has the right to require disposition of the property by the FUNDS RECIPIENT in accordance with the provisions of this Article.

When during the useful life of property acquired with project funds under this Interlocal Agreement by the FUNDS RECIPIENT and with a current per-unit fair market value of \$5,000 or more, the property is no longer needed for the originally authorized purpose, the FUNDS RECIPIENT agrees to request disposition instructions from the TCEQ. When property acquired by a FUNDS RECIPIENT with project funds provided by the TCEQ under this Interlocal Agreement is no longer needed for the originally authorized purpose, the FUNDS RECIPIENT agrees that this Interlocal Agreement will require the NCTCOG to request disposition instructions from the FUNDS RECIPIENT or, if the NCTCOG is no longer administering a Regional Solid Waste Implementation Project Program, the TCEQ.

The NCTCOG shall, in turn, request authorization from the TCEQ to provide disposition instructions to the FUNDS RECIPIENT. Disposition instructions shall solicit, at a minimum, information on the source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the Texas Health Safety Code Annotated.

In cases where the FUNDS RECIPIENT fails to take appropriate disposition actions, the TCEQ may direct the NCTCOG to take excess and disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Section.

Retain title, sell, or otherwise disposed of with no obligation to compensate the TCEQ or, in the case of a FUNDS RECIPIENT. Retain title after compensating the TCEQ or, in the case of a implementation project funding recipient, the NCTCOG. If the NCTCOG is compensated by a FUNDS RECIPIENT for property acquired using funds provided under this Interlocal Agreement, the NCTCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support this or similar future programs conducted by the TCEQ. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.

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Sell the property and compensate the TCEQ or, in the case of project funding recipient, the NCTCOG. If the NCTCOG is compensated by a FUNDS RECIPIENT for property acquired using funds provided under this Interlocal Agreement, the NCTCOG will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support the goals of this or similar future programs conducted by the TCEQ. The amount due will be calculated by applying the TCEQ percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the project is still active, the net proceeds from sale may be offset against the original cost of the property. When the FUNDS RECIPIENT is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

Transfer title to the TCEQ or, in the case of an implementation project funds recipient, the NCTCOG, or to a third-party designated/approved by the TCEQ. If the FUNDS RECIPIENT participated financially in the original purchase of the property, the FUNDS RECIPIENT may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market value of the property.

Items of property with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the FUNDS RECIPIENT with no further obligation to the TCEQ. Methods used to determine per-unit fair market value must be documented, kept on file and made available to the TCEQ upon request.

A request for reimbursement for equipment must include itemized expenses on Form PT-F2-B.

Article 12. Contractual Expenses

No contractual expenditures are eligible for reimbursement under this Interlocal Agreement, unless such contracts' scope of work has been approved ahead of time, in writing, by the NCTCOG. Any amendments to the FUNDS RECIPIENT'S subcontract authorization for reimbursement under this Interlocal Agreement, whether or not such subcontract required NCTCOG's pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Interlocal Agreement, must be approved in writing by the NCTCOG.

Examples of contractual expenses include professional (subcontracted) services. The FUNDS RECIPIENT is expected to conform to the appropriate bidding and contracting laws and regulations according to the FUNDS RECIPIENT'S own internal policies and procedures. In addition, the FUNDS RECIPIENT is required to maintain documentation that the costs incurred for contractual expenses (including subcontract expenses) were reasonable and necessary. Please note the specific guidance applicable to project restrictions, especially regarding projects that require a TCEQ permit or registration.

All outlays that fall within the "Contractual" category of the budget shall be itemized by the FUNDS RECIPIENT on Form PT-F2-B, to accompany the Request for Reimbursement (Form PT-F2). In addition, the FUNDS RECIPIENT shall attach, for each item listed, legitimate documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed.

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Supporting documentation shall include a purchase order marked "received/paid" and an invoice similarly marked, plus a copy of the check under which payment for the expense was made. In the case of subcontractor services, the supporting documentation shall consist of a dated invoice marked "received/paid" showing the amount billed to the FUNDS RECIPIENT, indicating any "past due" amount from previous invoices and a copy of the check.

Article 13. Construction

Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. Examples include: facility design, site preparation and facility construction, including slabs, paving, awning, attendant shelters with sanitation facilities, fencing and lighting, containment berms, and electronic data-recording equipment.

The FUNDS RECIPIENT shall obtain and pay for all construction permits and licenses. The FUNDS RECIPIENT shall also pay all charges of utility owners for connections to the work and for charges associated with capital costs related thereto, such as plant investment fees.

The FUNDS RECIPIENT is expected to conform to the appropriate bidding process according to the FUNDS RECIPIENT'S own internal policies and procedures. In addition, the FUNDS RECIPIENT is required to maintain documentation to support that the cost incurred were reasonable and necessary. Appropriate costs that may be included are:

- a. The costs of planning the project.
- b. The cost of materials and labor connected to the construction project.
- c. The cost of equipment attached to the permanent structure; and
- d. Any subcontracts (including contracts for services) performed as part of the construction.

All outlays that fall within the "Construction" category of the budget shall be itemized by the FUNDS RECIPIENT on Form PT-F2-C, to accompany the Request for Reimbursement (Form PT-F2). In addition, the FUNDS RECIPIENT shall attach, for each item listed, legitimate supporting documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed. The supporting documentation shall include a copy of the purchase order marked "received/paid", and an invoice similarly marked plus a copy of the check. In the case of subcontractor services, the supporting documentation shall consist of a dated invoice showing the amount billed to the FUNDS RECIPIENT and any "past due" amount from previous invoices marked "received/paid" indicating the check number. In addition, the FUNDS RECIPIENT is subject to all the requirements related to Title to Equipment and Construction Facilities, as indicated in Attachment D, Article 11.

Article 14. Other Expenses

No expenses under the "Other" budget category, including computer hardware or software purchases not included under the "Equipment" budget category, shall be eligible for reimbursement under this Interlocal Agreement, unless approved ahead of time, in writing, by the NCTCOG.

The "Other" expenses as identified in Attachment C of the Project Budget are allowed. The restrictions set forth in the Uniform Grant and Contract Management Standards apply. All expenses budgeted under this "Other" category shall be itemized by the project funds recipient when requesting reimbursement. Some expenses that may be appropriate include:

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A Postage/delivery	g. Office Space
b. Telephone/FAX	h. Basic Office Furnishings
c. Utilities	i. Legal Costs
d. Printing/Reproduction	j. Vehicle Maintenance
e. Advertising/Public notices	k. Any others
f. Signage	

The expenses under this budget category must receive NCTCOG's written approval prior to purchase. Again, for these "other" expenditures, documentation for reimbursement must show that the expenses were incurred (a copy of the check), and shall include purchase orders if issued and invoices, or receipts marked "received/paid." Any Request for Reimbursement must include an itemization of the expenses, using Form PT-F2-D.

Article 15. Indirect Expenses

Indirect costs rates under this Interlocal Agreement shall comply with all provisions of §391.0115 of the Texas Local Government Code relating to the restrictions on commission costs, and the FUNDS RECIPIENT shall advise the NCTCOG in writing in the event such compliance will necessitate a reduction or other change to the indirect cost rate(s) set forth in the budget identified under Attachment C.

The Indirect Cost Rate(s) included under Attachment C shall remain in effect subject to formal approval by either a Federal Cognizant Agency, a State Coordinating Agency based on a recent audit performed by an independent auditor, or another funding entity, that specifically examines and reports the indirect cost rate for the FUNDS RECIPIENT accounting period(s) covered under this Interlocal Agreement. The FUNDS RECIPIENT agrees to reimburse the NCTCOG any overpayments received as a result of any final audit finding.

In the event that the FUNDS RECIPIENT'S Federal Cognizant Agency, or State Coordinating Agency approves, prior to the termination date of this Agreement, determines a final audited indirect cost rate which is different from the indirect rate set forth in this Interlocal Agreement, the FUNDS RECIPIENT and the NCTCOG may negotiate a new contract budget and incorporate such into this Interlocal Agreement by way of a contract change. Nothing in this section, or the results of any indirect cost audit or final indirect cost rate approval, shall cause the NCTCOG to owe the FUNDS RECIPIENT more than the FUNDS RECIPIENT amount shown in budget set forth in Attachment C.

Article 16. Matching Services/Cash Contributions

In reference to the performance of the FUNDS RECIPIENT under this Interlocal Agreement, Matching Services shall be for staff or services directly involved with the work related activities as defined in the approved work plan. A cash contribution is a monetary contribution to the project budget provided by the FUNDS RECIPIENT.

Maatching Services and Cash Contributions as defined in the approved Project Budget will be tracked separately with the understanding that in the event that such services and/or contributions are not provided during the term of this Interlocal Agreement, the NCTCOG may terminate the Interlocal Agreement for non-compliance.

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The FUNDS RECIPIENT shall track In-kind Services and Cash Contributions separately from project funding and shall itemize those costs on the required Form PT-F2-E, which shall be submitted with each Request for Reimbursement (Form PT-F2).

Article 17. Project Contacts

The NCTCOG hereby designates the person in Article 17 of this Attachment as the individual authorized to give direction to the FUNDS RECIPIENT for the purposes of this Interlocal Agreement. The NCTCOG Project Representative shall not be deemed to have authority to bind the NCTCOG in contract unless the NCTCOG's Executive Director has delegated that person to have such authority.

The FUNDS RECIPIENT shall identify as its Project Representative, the person authorized to receive direction from the NCTCOG, to manage the work being performed, and to act on behalf of the FUNDS RECIPIENT. The FUNDS RECIPIENT'S Project Representative shall not be deemed to have authority to bind the FUNDS RECIPIENT in contract unless the FUNDS RECIPIENT, in writing, specifically specifies such authority to the NCTCOG.

Either party may change its Project Representative as the need arises. In addition, the Project Representative of either party may further delegate his or her authority if necessary, including any delegation of authority to a new Project Representative. The party making any change in the Project Representative shall provide written notice of the change to the other party.

The NCTCOG hereby designates the individual below as the person to give direction to the FUNDS RECIPIENT as Project Representative of NCTCOG:

Patricia Lambert
NCTCOG Environmental Planner
P. O. Box 5888; 616 Six Flags Drive
Arlington, Texas 76005-5888
TEL: (817)695-9223 FAX (817) 695-9191
Email: plambert@nctcog.org

The FUNDS RECIPIENT hereby designates the individual named below as the person authorized to receive direction from the NCTCOG, to manage the work being performed, and to act on behalf of the FUNDS RECIPIENT as the Project Representative:

Aaron Russell, P.E.
Assistant Director of Public Works
Town of Addison
16801 Westgrove Dr.
Addison, TX 75001
TEL: (972) 450-2879
Email: arussell@addisontx.gov

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The FUNDS RECIPIENT designates the following location for record access and review:

**16801 Westgrove Drive
Addison, TX 75001**

Attachment E. General Provisions

Article 01. Eligible Project Funding Recipients

Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding from the NCTCOG for an implementation project:

- Cities;
- Counties;
- Public schools through their school districts and school districts (does not include universities or post secondary educational institutions);
- Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities; and,
- Councils of Government.

Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the TCEQ, are not eligible to receive implementation project funding from the NCTCOG. The TCEQ shall provide, on a quarterly basis, the NCTCOG a list of entities for which fee payments are in arrears. The NCTCOG shall allow a potential implementation project applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed to the state. If the potential applicant provides the NCTCOG with documentation of payment of the fees, such as a canceled check or receipt from the state, or waiver of the fee in question, the NCTCOG may consider that applicant to be eligible to receive implementation project funding under this Interlocal Agreement.

Article 02. Responsibilities of the FUNDS RECIPIENT

The FUNDS RECIPIENT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by the FUNDS RECIPIENT under this Interlocal Agreement.

The FUNDS RECIPIENT shall perform such services as may be necessary to accomplish the work required under this Interlocal Agreement, in accordance with the FUNDING AGENCY and contractual requirements and any and all applicable law.

The NCTCOG may require the FUNDS RECIPIENT to correct and revise any errors, omissions or other deficiencies in any reports or services provided by the FUNDS RECIPIENT to ensure that such reports and services fulfill the purposes of this Interlocal Agreement. The FUNDS RECIPIENT shall make the required corrections or revisions without additional cost to the NCTCOG.

Neither the NCTCOG's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Interlocal Agreement or of any cause of action arising out of the performance of this Interlocal Agreement; and the FUNDS RECIPIENT shall be, and remain liable in accordance with applicable law for all damages to the NCTCOG, including reasonable attorney's fees and court costs caused by the FUNDS RECIPIENT'S negligent performance of any of the services furnished under this Interlocal Agreement.

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The obligations of the FUNDS RECIPIENT under this Article are in addition to the FUNDS RECIPIENT'S other express or implied assurances under this Interlocal Agreement or applicable law.

Article 03. Oversight of Solid Waste Implementation Project Program

NCTCOG staff, through its designated Project Representative, is responsible for managing the solid waste implementation project program, for negotiating the work scope of services, the budget, and the term of the Interlocal Agreement. NCTCOG staff will review and authorize Requests for Reimbursement; review progress reports and will undertake site visits.

In addition, NCTCOG's Resource Conservation Council (RCC), the regional solid waste advisory committee under the Executive Board, will oversee the comprehensive implementation project program assure compliance with state requirements and achievement of regional objectives. Other oversight duties of the RCC will include arbitration of projects as necessary and review and approval of key contract amendments.

Article 04. Standards for Implementation Projects

The following standards and limitations apply to all implementation project activities funded under this Agreement. The FUNDS RECIPIENT is responsible for ensuring compliance of these standards in the following project categories.

Local Enforcement. This category consists of projects that contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Under this category, funding recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes, through administration of a manifesting system; and educate the public on illegal dumping laws and regulations. Examples of categories eligible for funding include equipment such as vehicles, communications equipment, and surveillance equipment as well as program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, training, and vehicle maintenance. Also eligible for funding is protective gear and supplies and educational materials. Funding limitations specific to this category are set forth in this Section.

Funds may not be provided to any law enforcement agency regulated by Chapter 415, Texas Government Code, unless: (a) the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Standards and Education pursuant to Chapter 415, Texas Government Code; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.

Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Agreement may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.

Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.

Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.

Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.

Source Reduction and Recycling. This category includes projects that provide a direct and measurable effect on reducing the amount of municipal solid waste going into landfills, by diverting various materials from the municipal solid waste stream for reuse or recycling, or by reducing waste generation at the source. Funded activities may include: facility design and construction; equipment, such as chippers, balers, crushers, recycling and composting containers, trailers, forklifts, and trucks; program administration expenses, such as salaries/fringe benefits, office supplies and equipment, travel, and training; and, educational materials; printing and advertisement expenses. Funding limitations specific to this category are set forth in this Section.

Programs and projects funded under this category shall have as a goal and be designed to provide a measurable effect on reducing the amount of municipal solid waste being disposed of in landfills.

Any program or project funded with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Projects funded under this Interlocal Agreement may not include programs dedicated to the collection and/or recycling of automotive wastes, to include scrap tires, used oil, oil filters, antifreeze, or lead-acid batteries. This restriction includes the purchase of equipment to shred or split scrap tires. However, this restriction does not apply to the ancillary collection of these materials as part of a comprehensive Household Hazardous Waste Collection facility or program.

Local Solid Waste Management Plans. This category includes projects to develop and have adopted by the TCEQ a local solid waste management plan, in accordance with Subchapter D, §363 of the Texas Health & Safety Code, as implemented by TCEQ rule, 30 TAC Chapter 330, Subchapter O, or to amend an existing local solid waste management plan that has been adopted by the TCEQ. Funding limitations applicable to this category are set forth in this Section. The local planning area must be consistent with one or a combination of local solid waste management planning sub-regions identified by the NCTCOG in the regional solid waste management plan. Funding provided under this category may not be used for final engineering

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work, designs, or construction plans. At least one year should be allowed for the completion and adoption of the local plan.

Citizens' Collection Stations and "Small" Registered Transfer Stations. This category includes projects to construct and equip citizens' collection stations, as these facilities are defined under 30 TAC §330.2, TCEQ Regulations. Municipal Solid Waste Transfer Stations that qualify for registration under §330.4(d)(1) - (3) or §330.4(r) of the TCEQ Regulations may also be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded. The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under §330.4(d) or §330.4(r), TCEQ Regulations, may be funded. Other permitted or registered transfer stations may not be funded.

A municipal solid waste transfer facility may be eligible for a registration if it serves a municipality with a population of less than 50,000, or a county with a population of less than 85,000, or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded.

Funds may be used for projects funded for these types of facilities shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. Funds may also be used for periodic community collection events, held not more frequently than four times per year, to provide for collection of residential waste materials for which there is not a readily-available collection alternative, such as large and bulky items that are not picked up under the regular collection system.

Transfer stations that qualify for a registration solely due to their location within a permitted municipal solid waste facility, under §330.4(d)(4), may not be funded.

Municipal solid waste transfer stations that qualify for a registration only under the provisions of §330.4(q) of the Municipal Solid Waste regulations allowing for registration of facilities that recover 10% or more of the waste stream for reuse or recycling, but not also under the provisions of §330.4(d) of the Municipal Solid Waste regulations, may not be funded. However, those components of a transfer facility dedicated to the reuse or recycling activities may qualify for funding under the source reduction and recycling grant category.

Municipal Solid Waste transfer stations that are used only in the transfer of grease trap waste, grit trap waste, septage, or other similar liquid waste, and which qualify for registration under §330.4(r) of the Municipal Solid Waste regulations may be funded under this category. Specifically, §330.4(r) of the regulations allows for registration of a liquid waste transfer facility that will receive 32,000 gallons a day or less.

Only the costs necessary to construct the facility and/or purchase and install necessary equipment may be funded. Costs associated with operating a facility once it is completed may not be funded.

Transfer stations that require a registration must have already received that registration from the TCEQ before a grant may be awarded.

Household Hazardous Waste Management. This category includes projects that provide a means for the collection, recycling or reuse, and/or proper disposal of household hazardous

Grant Project Number 08-04-G15, Addison Yard Waste Recycling waste, including household chemicals and other materials. Projects may include collection events, consolidation and transportation costs associated with collection activities, recycling and/or reuse of materials; proper disposal of materials; permanent collection facilities, and education and public awareness programs. Funds may also be used to support Texas Country Cleanup events, conducted in conjunction with the TCEQ. Funding limitations specific to this category are set forth in this Section.

Projects under this category must be coordinated with the TCEQ HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.

Funds provided under this Interlocal Agreement may not be used for programs and activities related to the collection and management of commercial, industrial, and hazardous wastes.

Funds provided under this Interlocal Agreement may not be used for programs and activities solely related to the management of scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other special wastes excluded from disposal in municipal solid waste landfills. However, collection of these materials may be included as part of a comprehensive Household Hazardous Waste collection and management program, so long as that is not the sole intent of the program.

Technical Studies. This category includes projects which include the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions, to assist in making solid waste management decisions at the local level. Projects under this category may also include research and investigations to determine the location and boundaries of closed municipal solid waste landfills in support of the regional solid waste landfill inventory program. Funding limitations specific to this category are set forth in this Section.

All technical studies shall be consistent with the adopted regional solid waste management plan, and prepared in accordance with the Content and Format Guidelines provided by the TCEQ.

Funding may not be used for final engineering work, designs, or construction plans.

A landfill or landfiling may be the topic of a technical study only if it is part of an overall, integrated solid waste management system. However, this restriction does not apply to research related to an inventory of closed municipal solid waste landfill sites.

Litter/Illegal Dumping Cleanups and Community Cleanup Events. This category includes ongoing and periodic activities to clean up litter and illegal dumping of municipal solid waste, to include lake and river cleanup events conducted in conjunction with the TCEQ's and Keep Texas Beautiful's Lake and River Cleanup Program. Projects included under this category may include general community cleanup events designed to involve the residents and community in periodic cleanup of litter and trash within the community as well as waste removal; disposal or recycling of the removed materials; fencing and barriers; and signage. Placement of trash collection receptacles in public areas with chronic littering problems is also included. Reuse or recycling options should be considered for managing the materials collected, to the extent feasible. Funding limitations specific to this category are set forth in this Section.

Lake and River Cleanup events must be coordinated with the TCEQ's cleanup program staff and/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and River Cleanup program.

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Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.

The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

The costs for cleanup of Class 1 non-hazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 non-hazardous industrial waste that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Interlocal Agreement.

All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, the NCTCOG may consider withholding at least ten (10) percent of the reimbursements under this Interlocal Agreement, until documentation is provided that the cleanup work has been completed and the materials properly managed.

Periodic community collection events, to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily available collection alternative, are eligible. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents. Funding limitations specific to this category are set forth in this Section.

Educational and Training Projects. Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. This category may be used for "stand-alone" educational projects dealing with a variety of solid waste management topics. This category may include funding for information-exchange activities, subject to the other limitations on travel expenses. Funding limitations specific to this category are set forth in this Section.

Programs and projects funded under this category shall be primarily related to issues involved in the management of municipal solid waste. Education or training events that cover a broader range of environmental issues may be funded on a partial basis appropriate to the extent to which municipal solid waste issues are covered.

Article 05. Monitoring Requirements

NCTCOG shall conduct periodic analysis of FUNDS RECIPIENT'S performance under this Interlocal Agreement for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Interlocal Agreement or as subsequently amended, are achieved by the FUNDS RECIPIENT.

NCTCOG may periodically monitor the FUNDS RECIPIENT for:

- The degree of compliance with the terms of this Interlocal Agreement, including compliance with applicable rules, regulations, and promulgations referenced herein;
- The administrative and operational effectiveness of the project; and,
- NCTCOG Project Representative must visit the FUNDS RECIPIENT facility and certify in writing that equipment is on site in order for FUNDS RECIPIENT to receive reimbursement for equipment expenditures.

Article 06. Compliance with Applicable Laws

The FUNDS RECIPIENT shall, except as otherwise provided in this Interlocal Agreement, be responsible for giving notices, obtaining any necessary licenses and permits, complying with all provisions of this Interlocal Agreement, including, but not limited to, all applicable State, Municipal and Local laws, ordinances, rules, regulations and order of any public authority, in connection with the work required by this Interlocal Agreement. The main governing standards include, but may not be limited to, the following:

- §361.014. TEX. HEALTH and SAFETY CODE ANN. (as amended by H.B. 3072, 74th Texas Legislature);
- §330.569 of the TCEQ Municipal Solid Waste Regulations (30 TAC Chapter 330); and
- The Uniform Grant and Contract Management Act, TEX. GOV'T CODE ANN., §§783.001 et. Seq., and the Uniform Grant and Contract Management Standards, 1 Texas Administrative Code (TAC), §§5.141 et. seq. (collectively, "UGCMA").

If the FUNDS RECIPIENT or NCTCOG observes that this Interlocal Agreement is at variance in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Interlocal Agreement modification.

Article 07. Uniform Grant and Contract Management Act

The provisions of the Uniform Grant and Contract Management Act ("UGCMA") apply to this Interlocal Agreement to the extent required by law.

Article 08. Accounting Systems

The FUNDS RECIPIENT shall have an accounting system that accounts for costs in accordance with Generally Accepted Accounting Standards or Principles, and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The FUNDS RECIPIENT must account for costs in a manner consistent with such standards or principles.

Article 09. Release of Claims

Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement for such work, or prior to settlement upon termination of this Agreement, and as a condition to final payment/settlement, the FUNDS RECIPIENT shall execute and deliver to the NCTCOG a release of all claims against the NCTCOG arising under or by virtue of this Interlocal Agreement.

Article 10. Access/Examination of Records

The FUNDS RECIPIENT shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Interlocal Agreement, including but not limited to, negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the FUNDS RECIPIENT'S office. During the conduct of any such review, audit or inspection, the FUNDS' RECIPIENT'S books, records, and other pertinent documents may, upon prior conference with the FUNDS RECIPIENT, be copied by NCTCOG. All such information shall be handled by the parties in accordance with good business ethics. The FUNDS RECIPIENT shall provide proper facilities for such access and inspection.

The FUNDS RECIPIENT shall also maintain and make available at its designated location the financial information and data used by the FUNDS RECIPIENT or its designee (including independent financial auditors) in the preparation and support of any cost submission or cost (direct and indirect), price or profit analysis for this Interlocal Agreement or any negotiated Sub-Agreement or change order, and a copy of the cost summary shall be submitted to the NCTCOG.

The NCTCOG, or any of its duly authorized auditors or representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, audit or inspection.

The records to be thus maintained and retained by FUNDS RECIPIENT shall include (without limitation):

- personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of FUNDS RECIPIENT'S employees working full or part time on the work, as well as canceled payroll checks or signed receipts for payroll payments in cash;
- invoices for purchases, receiving and issuing documents, and all other unit inventory records for FUNDS RECIPIENT'S stocks or capital items; and
- paid invoices and canceled checks for materials purchased, subcontractor costs, and/or and any other third parties' charges.

Records under section (a) above shall be maintained and made available during the entire period of performance of this Interlocal Agreement and until three (3) years from the date of the final NCTCOG payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the three-year period, whichever is later.

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Access to records is not limited to the required retention periods. The authorized representatives designated in Attachment D, Article 17 of this Interlocal Agreement shall have access to records at any reasonable time for as long as the records are maintained. Access to records applies to financial records pertaining to all subagreements and related changes, to the extent the records reasonably pertain to subagreement performance; if there is any indication that fraud, gross abuse or corrupt practices may be involved; or if the subagreement is terminated for default or for convenience. The NCTCOG reserves the right to require reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the FUNDS RECIPIENT on work performed under this Interlocal Agreement.

Article 11. Audits

The FUNDS RECIPIENT shall provide assurances that, if funded, the FUNDS RECIPIENT will comply with the Single Audit provisions of the Uniform Grant Management Standards (UGMS), prepared by the Governor's Office under §§783.001 et.seq, Texas Government Code, and 1 TAC §§5.141 et.seq, Governor's Office Regulations. Provisions of the Single Audit Circular in Part 1V of the UGMS apply to all recipients of funding under this grant.

Article 12. Insurance and Liability

The FUNDS RECIPIENT understands and agrees that it shall be liable to repay and shall repay upon demand to NCTCOG any amounts determined by NCTCOG, its independent auditors, or any agency of state government any funds which have been paid in violation of the terms of this Interlocal Agreement.

Article 13. Hazardous Substances, Waste Disposal and Manifests

The FUNDS RECIPIENT shall comply with all applicable laws and regulations, including but not limited to, those relating to hazardous substances, waste disposal, and manifests. The FUNDS RECIPIENT shall ensure that the same requirement will be incorporated into sub-agreements and/or subcontracts awarded under the provisions of this Interlocal Agreement.

Article 14. Conflicts of Interest

No employee, officer or agent of the FUNDS RECIPIENT shall participate in selection, or in the award or administration of a contract supported by State funds, if a conflict of interest, real or apparent, would be involved:

- The employee, officer or agent.
- Any member of his immediate family.
- His or her partner.
- An organization which employs, or is about to employ any of the above.

Such a conflict arises when any of the above has a financial or other interest in the subcontractor selected. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontractors. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violation of such standards by the FUNDS RECIPIENT officers, employees, or agents, or by contractors or their agents as specified in the Uniform Grant Management Standards. The FUNDS RECIPIENT shall notify the NCTCOG immediately upon discovery of any potential or actual conflict of interest. The FUNDS RECIPIENT agrees that the NCTCOG and the TCEQ have sole discretion to determine whether a conflict of interest exists and that the NCTCOG

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may terminate this Interlocal Agreement at any time, on the grounds of actual or apparent conflict of interest.

The FUNDS RECIPIENT shall notify the NCTCOG in writing of any actual, apparent, or potential conflict of interest regarding any individual performing or having access to information regarding the services in question. As applicable, the notification shall include both organizational conflicts of interest and personal conflicts of interest. Any individual with a personal conflict of interest shall be disqualified from taking part in any way in the performance of any services that created the conflict of interest.

Article 15. Survival of Obligations

All representations, indemnification's, warranties and guarantees made in, required by or given in accordance with this Interlocal Agreement, as well as all continuing obligations indicated in this agreement, will survive final payment, completion and acceptance of the service and termination or completion of the Interlocal Agreement.

Article 16. Contractual Costs

The FUNDS RECIPIENT'S contractual costs must comply with allowable cost requirements. FUND RECIPIENTS who are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies. If the FUNDS RECIPIENT has no competitive procurement policy, the FUNDS RECIPIENT must generally select contractors by evaluation and comparison of price, quality of goods or services and past performance. All sub-agreements/subcontracts awarded by the FUNDS RECIPIENT under this Interlocal Agreement shall be in accordance with the Uniform Grant Management Standards adopted by the Governor's Office of Budget and Planning.

Article 17. Changes to Interlocal Agreement

A Major Change will include one or more of the following:

- (1) An increase or decrease in the amount of compensation to the FUNDS RECIPIENT;
- (2) An extension or shortening of the term of the Agreement;
- (3) A significant change in the scope of the Agreement or the services to be performed; or
- (4) Any action that is beyond the authority of the Executive Director of the NCTCOG.

Implementation of a Major Change must be preceded by a formal written amendment to the agreement. The amendment must contain a description of the proposed change and shall be signed by persons authorized to bind each party in contract. Any amendment that exceeds the contractual authority of the Executive Director of NCTCOG also requires the consent, at Agenda, of a majority of the NCTCOG Executive Board.

Any proposed change that is not a Major Change may qualify as a Minor Change. A Minor Change shall require the written agreement of both Project Representatives but shall not require a formal amendment to the contract. A copy of the authorization must be retained in the appropriate file of both the FUNDS RECIPIENT and the NCTCOG.

If the FUNDS RECIPIENT requests a Minor Change and the Project Representative does not approve the request as a Minor Change, then the change shall be deemed a Major Change and the FUNDS RECIPIENT may only obtain authorization to proceed by a formal written amendment to this Interlocal Agreement.

Article 18. Severability

All parties agree that should any provision of this Interlocal Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Interlocal Agreement, which shall continue in full force and effect.

Article 19. Intellectual Property

For the purpose of this Article, "intellectual property" refers to:

- Any discovery or invention for which patent rights may be acquired;
- Any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials; and;
- Any other materials for which intellectual property rights may be obtained.

If the FUNDS RECIPIENT first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property during the course of its work under this Agreement, it shall report that fact to the NCTCOG.

The FUNDS RECIPIENT may obtain governmental protection for rights in the intellectual property. However, the NCTCOG hereby reserves a nonexclusive, royalty-free and irrevocable license to use, publish, or reproduce the intellectual property for sale or otherwise, and to authorize others to do so. The NCTCOG also reserves a royalty-free nonexclusive, and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property for which the FUNDS RECIPIENT obtains rights with funds received under this Interlocal Agreement.

In performing work under this Interlocal Agreement, the FUNDS RECIPIENT shall comply with all laws, rules and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold the NCTCOG harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify the NCTCOG against, any claims for infringement related to its work under this Agreement.

The FUNDS RECIPIENT expressly acknowledges that persons with visual impairments may not expend state funds in connection with the purchase of an automated information system unless that system meets certain statutory requirements under §2157.005 of the Government Code, relating to accessibility. Accordingly, the FUNDS RECIPIENT represents and warrants to the NCTCOG that the technology provided to the NCTCOG for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating displays, and customizable display appearances.

Article 20. Correspondence

All project related notices, reports and other contractual communications under this Interlocal Agreement shall be sent to the NCTCOG Project Representative as specified under Attachment D, Article 17. All such communications shall be considered duly given if hand delivered; delivered by nationally recognized courier service, or mailed by certified or registered mail, return receipt requested. All such communications shall be deemed given when received, as evidenced by the signed acknowledgment of receipt by the recipient; the confirmation of delivery by the courier service; or the receipt returned by the sender.

Article 21. Data and Publicity

All data and other information developed under this Interlocal Agreement shall be furnished to the NCTCOG and shall be public data and information, with exception to the extent it is exempt from public access by the Texas Open Records/Public Information Act, Vernon's TEX. GOV'T CODE § 552. Upon termination of this Agreement, all data and information shall become the joint property of the NCTCOG and the FUNDS RECIPIENT.

Article 22. Assignability

This Interlocal Agreement is not transferable or otherwise assignable by the FUNDS RECIPIENT without the written consent of the NCTCOG. Any attempted transfer is void without the written consent of the NCTCOG.

Article 23. Sub-agreements and Subcontracts

All contractual expenditures using funds provided under this Interlocal Agreement shall meet UGCMA, and all procurement laws, applicable to the FUNDS RECIPIENT and subcontractor, including the Professional Services Procurement Act. Note that the Common Rule of OMB Circular A-102, as adopted in the UGCMA, precludes the use of the cost plus a percentage of cost method of contracting.

Any subcontractor acquired by the FUNDS RECIPIENT in connection with the services covered by this Interlocal Agreement will be limited to such individuals or firms, scope of work, and budget amounts as are specifically (1) identified herein; or as (2) approved by the NCTCOG during the performance of this Interlocal Agreement prior to execution of a contract with the subcontractor. Any substitution in such subcontractor, the scope of work, and budget amounts will be subject to the prior written approval of the NCTCOG.

The FUNDS RECIPIENT shall be responsible for the management and fiscal monitoring of all subcontractors. The FUNDS RECIPIENT shall ensure that all subcontractors comply with Article 10, Access/Examination of Records and all other provisions required by this Interlocal Agreement. The NCTCOG reserves the right to perform an independent audit of all subcontractors.

Funds provided by the NCTCOG pursuant to this Interlocal Agreement that are paid to the subcontractor shall be used by the subcontractor solely to satisfy the purposes of this Interlocal Agreement.

Article 24. Supplemental Funding Standards

In addition to the standards set forth in applicable laws and regulations, the standards outlined below apply to all uses of the funds provided under this Interlocal Agreement including the implementation projects awarded funds by the FUNDS RECIPIENT. Unless authorization is otherwise specifically provided for in or under the terms of this Interlocal Agreement, the use of funds provided under this Interlocal Agreement, to include funds provided for pass-through grants, shall be in accordance with the supplemental funding standards set forth in this Article.

Payment of Fees. Local and regional political subdivisions subject to the payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive grant funding.

Land Acquisition Costs. Funds provided under this Interlocal Agreement may not be used to acquire land or an interest in land.

Municipal Solid Waste-Related Programs Only. Funds provided under this Interlocal Agreement may not be used for programs dealing with wastes that are not considered municipal solid waste (MSW), including programs dealing with industrial or hazardous wastes.

Programs Solely Related to Collection of Certain Wastes. Funds provided under this Interlocal Agreement may not be used for programs and activities solely related to the management of automotive wastes, to include: scrap tires, used oil, oil filters, antifreeze, lead-acid batteries, or other similar wastes excluded from disposal in MSW landfills. Funds may also not be used for the processing of scrap tires, such as through the purchase of equipment to shred or split the tires. However, the collection of these materials may be included as part of a comprehensive household hazardous waste collection and management program, so long as that is not the sole intent of the program.

Activities Related to the Disposal of Municipal Solid Waste. Except as may be specifically authorized under an eligible project category, funds provided under this Interlocal Agreement may not be used for activities related to the disposal of municipal solid waste.

This restriction includes solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste that is to be disposed of; any landfill-related facilities or activities. This also includes the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of municipal solid waste. This provision does not apply to activities specifically included under an authorized project category, to include landfill scales, citizens' collection stations, and small registered transfer stations.

Projects Requiring a TCEQ Permit. Funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of bio-solids for beneficial use. The applicant and/or the FUNDS RECIPIENT should request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.

Projects Requiring TCEQ Registration. Projects or facilities that require registration from the TCEQ, and which are otherwise eligible for funding, may be funded. However, the

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registration for the facility must be finally received before that project can be selected for funding.

Projects that Create a Competitive Advantage Over Private Industry. In accordance with §361.014(b) of the Texas Health and Safety Code, a project or service funded under this Interlocal Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit entities.

Supplanting Existing Funds. Funds provided under this Interlocal Agreement may not be used to supplant existing funds. In particular, staff positions where the functions assigned to that position will remain the same and that were active at the time of the project application, and were funded from a source other than a previous solid waste project, are not eligible for project funding. This provision does not apply to the salaries for staff of the FUNDS RECIPIENT in its conduct of activities under this Interlocal Agreement.

Food/Entertainment Expenses. Funds provided under this Interlocal Agreement may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.

Use of Alcoholic Beverages. Funds provided under this Interlocal Agreement may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds may be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.

Funds to Law Enforcement Agencies. Funds provided under this Interlocal Agreement may not be provided to any law enforcement agency regulated by Chapter 415 of the Texas Government Code, unless the law enforcement agency is in compliance with all rules developed by the Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415 of the Texas Government Code, or the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

Article 25. Identification of the Funding Source

The FUNDS RECIPIENT must acknowledge the financial support of the NCTCOG and the State of Texas whenever work funded, in whole or part, by this Interlocal Agreement, is publicized or reported by news media or publications. All reports and other documents completed as a part of this Interlocal Agreement, other than documents prepared exclusively for internal use within the NCTCOG, shall carry the following notation on the front cover or title page:

“Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality.”

Article 26. Theme Phrase for Public Education Materials

The FUNDS RECIPIENT is encouraged to use the phrase, “*Take It Personally!*” on all written documents, publicity, and advertisement materials produced for public education purposes. This consistent image that will appear on all materials distributed by the FUNDS RECIPIENT will promote an understanding of the program, its mission, and its interconnectedness with other issues and programs. For the NCTCOG region, the slogan for all environmental, resource conservation, outreach activities is “*Take It Personally!*” NCTCOG will furnish the FUNDS RECIPIENT with camera-ready artwork of this phrase for imprinting purposes upon request.

Article 27. Americans With Disabilities Act Requirements

The FUNDS RECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101- 12213 (Pamph. 1995).

Article 28. Employment Practices

The FUNDS RECIPIENT agrees that in the performance of this Interlocal Agreement, it will not discriminate against any employee or applicant because of race, religion, color, sex, age, or national origin and it will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The FUNDS RECIPIENT assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or part under this Interlocal Agreement.

Article 29. Statutes Relating to Nondiscrimination

The FUNDS RECIPIENT shall comply with all applicable state and federal statutes relating to nondiscrimination that include, but are not limited to, those listed in the Uniform Grant Management Standards.

Article 30. Utilization of Small, Minority, and Women's Business Enterprises

The FUNDS RECIPIENT agrees that qualified Historically Underutilized Businesses shall have the maximum practicable opportunity to participate in the performance of this Interlocal Agreement.

Article 31. Safety and Protection

Where applicable, the FUNDS RECIPIENT shall be responsible for maintaining and supervising all necessary safety precautions and programs in connection with the work/services performed under this Interlocal Agreement.

Article 32. Energy Efficiency Standards

The FUNDS RECIPIENT is encouraged to follow standards and policies on energy efficiency contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163).

Article 33. Force Majeure

A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage.

Provided this Interlocal Agreement is still in force, and subject to the conditions below, if a delay or failure of performance by either party results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event if, and to the extent that:

- the delay or failure was beyond the control of the party affected and not due to its fault or negligence; and

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- the delay or failure was not extended because of the affected party's failure to use all diligence to overcome the obstacle or to resume performance immediately after the obstacle was overcome.

No time extension shall be granted under this Article unless the party seeking relief has notified the other in writing within a reasonable time after commencement of the event, of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the timetable by which the FUNDS RECIPIENT intends to implement these measures. The party seeking relief shall also give written notice of the ending of the event within a reasonable time after the event has ended.

The NCTCOG shall be responsible for costs related to a force majeure event, only if they are incurred by the FUNDS RECIPIENT after the prior written request by the NCTCOG Project Representative, to incur such costs. Neither NCTCOG nor the FUNDS RECIPIENT shall have, and both hereby waive, any claim whatever for any damages resulting from delays caused by force majeure events.

Article 34. Termination of Interlocal Agreement

This Interlocal Agreement shall terminate upon full performance of all requirements contained herein, unless this Interlocal Agreement is amended in writing.

This agreement may be terminated in whole or in part in writing by either contracting party in the event of substantial failure by the other party to fulfill its obligation under this Interlocal Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given:

Not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and an opportunity for consultation with the terminating party prior to termination.

This Interlocal Agreement may be terminated in whole or in part in writing by NCTCOG for its convenience, provided that the FUNDS RECIPIENT is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate. Circumstances in which NCTCOG may terminate for convenience include, but are not limited to, the Texas Legislature's withdrawal of appropriations for this project or the FUNDS RECIPIENT'S continued or repeated failure to perform tasks and submit reports in a complete, correct and consistent manner.

If termination for default of this Article, or for reduction or loss of Legislative appropriations of this Article is effected by NCTCOG, an adjustment in the Interlocal Agreement amount shall be made, but: no amount shall be allowed for anticipated profit on unperformed services, tasks or other work; and

Any payment due the FUNDS RECIPIENT at the time of termination may be adjusted to the extent of any reasonable additional costs incurred by NCTCOG by reason of THE FUNDS RECIPIENT'S default. The equitable adjustment for any termination shall provide for payment to the FUNDS RECIPIENT for services rendered and expenses incurred by the FUNDS RECIPIENT relating to contracts entered into prior to the termination, in addition to termination settlement costs reasonably incurred by the FUNDS RECIPIENT relating to contracts entered into prior to the termination.

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Upon receipt of a termination notice the FUNDS RECIPIENT shall promptly discontinue all services affected (unless the notice directs otherwise); and deliver or otherwise make available to NCTCOG all data, drawings, specifications, reports, estimates, summaries, and such other information, materials, and equipment as may have been accumulated by the FUNDS RECIPIENT in performing this Interlocal Agreement, whether completed or in progress.

Upon termination of this Interlocal Agreement, the NCTCOG may take over the work and prosecute the same to completion by agreement with another party or otherwise. If, after termination for failure of the FUNDS RECIPIENT to fulfill its contractual obligations, it is determined that the FUNDS RECIPIENT had not so failed, the termination shall be deemed to have been effected for the convenience of the NCTCOG.

If any delay or failure of performance is attributed to an event as defined in Force Majeure, the FUNDS RECIPIENT may in its sole discretion terminate this Interlocal Agreement in whole or in part. If such termination is effected, an equitable adjustment shall be made in accordance with this Article.

DEFINITIONS

Wherever used in this Interlocal Agreement, the following terms have the meaning indicated which are applicable to both the singular and plural thereof. This list is not meant to be inclusive nor exclusive of all pertinent grant definitions:

Accrued expenditures: The charges incurred by the grantee during a given period requiring the provisions of funds for: (1) Goods and other tangible property received; (2) services performed by employees, contractors, subcontractors, and other payees, and (3) other amounts becoming owed under programs for which no current services or performance is required, such as annuities, insurance claims, and other business payments.

Accrued income: The sum of (1) earnings during a given period from services performed by the grantee and goods and other tangible property deliverable to purchasers; and (2) amounts becoming owed to the grantee for which no current services or performance is required by the grantee.

Acquisition cost: For equipment purchases, means the net invoice unit price of the property including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make that property usable for the purpose for which it was acquired. Other charges such as the cost of installation, transportation, taxes, duty or protective in-transit insurance shall be included or excluded from the unit acquisition cost in accordance with the grantee's regular accounting practices.

Addenda: Written or graphic instruments issued prior to the execution of the Agreement which clarify, correct or change the Proposal Requirements or the Agreement.

Administrative requirements: Those matters common to grants in general, such as financial management, kinds and frequency of reports, and retention of records. These are distinguished from "programmatic" requirements, which concern matters that can be treated only on a program-by-program or grant-by-grant basis, such as kinds of activities that can be supported by grants under a particular program.

Cash contribution: The FUNDS RECIPIENT'S cash outlay, including the outlay of money contributed to the FUNDS RECIPIENT by other public agencies and institutions, and private legislation, federal funds received from other assistance Agreement may be considered as FUNDS RECIPIENT cash contributions.

Common rule: Part III of the Uniform Grant Management Standards, which were promulgated by the Texas Governor's Office of Budget and Planning pursuant to the Uniform Grant Conditions and Management Act, Texas Government Code Chapter 783.

Contract Documents: The Interlocal Agreement and the documents that are described in and incorporated into the Interlocal Agreement. Together, the Contract Documents form the contract between the parties.

Contract Price: The moneys payable by the NCTCOG to the FUNDS RECIPIENT for completion of the work in accordance with the Contract Documents as stated in the Interlocal Agreement (subject to the provisions included in the Interlocal Agreement).

Contract Times: The number of days or dates stated in the Interlocal Agreement to complete the work so that it is ready for final payment.

Cost sharing or matching: The value of the third party in-kind contributions and the portion of the costs of a State assisted project or program not borne by the State.

Cost-type Contract: A contract or subcontract under a grant in which the FUNDS RECIPIENT or subcontractor is paid on the basis of the costs it incurs, with or without a fee.

Equipment: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A FUNDS RECIPIENT may use its own definition of equipment provided that such definition would include all equipment defined above.

Expiration Date of the Interlocal Agreement: The date indicated in the Interlocal Agreement as the date that the Interlocal Agreement terminates (end date of the Interlocal Agreement).

Financial Completion: In the opinion of the Funding Agency (NCTCOG and TCEQ), the work as outlined in the Interlocal Agreement is complete.

Funding Agency: The Texas Commission on Environmental Quality through the North Central Texas Council of Governments.

Government: A Federal or State agency or a local government.

Historically Underutilized Business (HUB): As defined by Texas law and delineated in the State Purchasing and General Services Act, as amended September 1, 1995, a historically underutilized business as a corporation or a partnership in which fifty-one percent (51%) or more of the corporation's stock (or other equitable securities) or partnership's assets and interest are owned by one or more socially disadvantaged persons, who have a proportionate interest and actively participates in the corporation or partnership control, operation, and management. If the business is a sole proprietorship, the socially disadvantaged person must completely own, operate and control the business. Socially disadvantaged persons include members of certain groups including African Americans, Hispanic Americans, American Women, Asian Pacific Americans, and Native Americans.

Intellectual Property: (1) any and all inventories, discoveries, improvements, or creations for which copyright, trade secret, patent or other proprietary rights may be acquired, (2) any photographs, graphic designs, plans, drawings, specifications, computer programs, computer files, documentation, technical reports, operating manuals, or other copyrightable materials, and (3) any other work fixed in any tangible medium of expression which can be perceived, reproduced, or otherwise communicated for which copyright, trade secret, patent or other proprietary rights may be acquired.

Intellectual Property Rights: Patents, trademarks, trade secret rights, confidential information rights or any other proprietary rights to which a person may be entitled or may actually possess. Intellectual Property Rights include all rights of ownership and original authorship throughout the world.

Interlocal Agreement: The "NCTCOG Interlocal Agreement" which contains the salient terms of the Agreement between the FUNDS RECIPIENT and the NCTCOG and covers the work to be performed; also describes and includes any additional agreement documents which may be attached to the Interlocal Agreement and made a part thereof as provided therein.

Laws and Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and other orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Liens: Charges, security interests, liens or encumbrances upon real property or personal property.

Local government: Local and regional political subdivisions located within the State of Texas. The meaning is broadened to include eligible recipients of solid waste pass-through grant funds: Cities; Counties; Public Schools and School Districts (excluding Universities or post secondary educational institutions); Other general and special law districts created in accordance with State law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.

Minor Change: A written document which provides for minor changes in the work to be performed under the Interlocal Agreement, but does not involve a change in the contract price or the contract times.

Obligations: The amount of orders placed, contracts and sub-grants awarded, goods and services rendered, and similar transactions during a given period that will require payment by the grantee during the same or a future period.

Outlay (expenditures): Charges made to the project or program. Outlays may be reported on a cash or accruals basis. For reports prepared on a cash basis, outlays are the sum of actual cash disbursement for direct charges for goods and services, the amount of indirect expense incurred, the value of in-kind contributions applied, and the amount of cash advances and payments made to FUNDS RECIPIENT. For reports prepared on an accrued expenditure basis, outlays are the sums of actual cash disbursements, the amount of indirect expense incurred, the value of in-kind contributions applied, and the net increase (or decrease) in the amounts owed by the grantee for goods and other property received, for services performed by employees, contractors, subcontractors, and other payees, and other amounts becoming owed under programs for which no current services or performance are required, such as annuities, insurance claims, and other benefit payments.

Percentage of completion method: A system under which payments are made for work according to the percentage of the completed work, rather than to the FUNDS RECIPIENT's cost incurred.

Prior Approval: Documentation evidencing consent prior to incurring specific costs.

Project: The total body of services rendered of which the work to be provided under the Interlocal Agreement may be the whole, or a part as indicated elsewhere in the Interlocal Agreement.

Project Representative: The individual who is authorized to execute the work program identified in the Interlocal Agreement. This individual must be an employee of the grant recipient and may or may not have contractual authority.

Real Property: Land, including land improvements, structures and appurtenances thereto, excluding moveable machinery and equipment.

Share: When referring to the TCEQ's portion of real property, equipment or supplies, means the same percentage as the TCEQ's portion of the acquiring party's total costs under the grant to

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which the acquisition cost of the property was charged. Only costs are to be counted, not the value of the third-party in-kind contributions.

Standards: The Uniform Grant Management Standards.

State: The State of Texas.

Subcontractor: An individual, firm, corporation or local government having a direct contract with the FUNDS RECIPIENT or with any other subcontractor for the performance of a part of the work identified in the Interlocal Agreement.

Supplies: Generally relates to the routine purchase of office supplies (paper, pencils, staples, etc.) or other goods that are consumed in a relatively short period of time in the regular performance of general office activities.

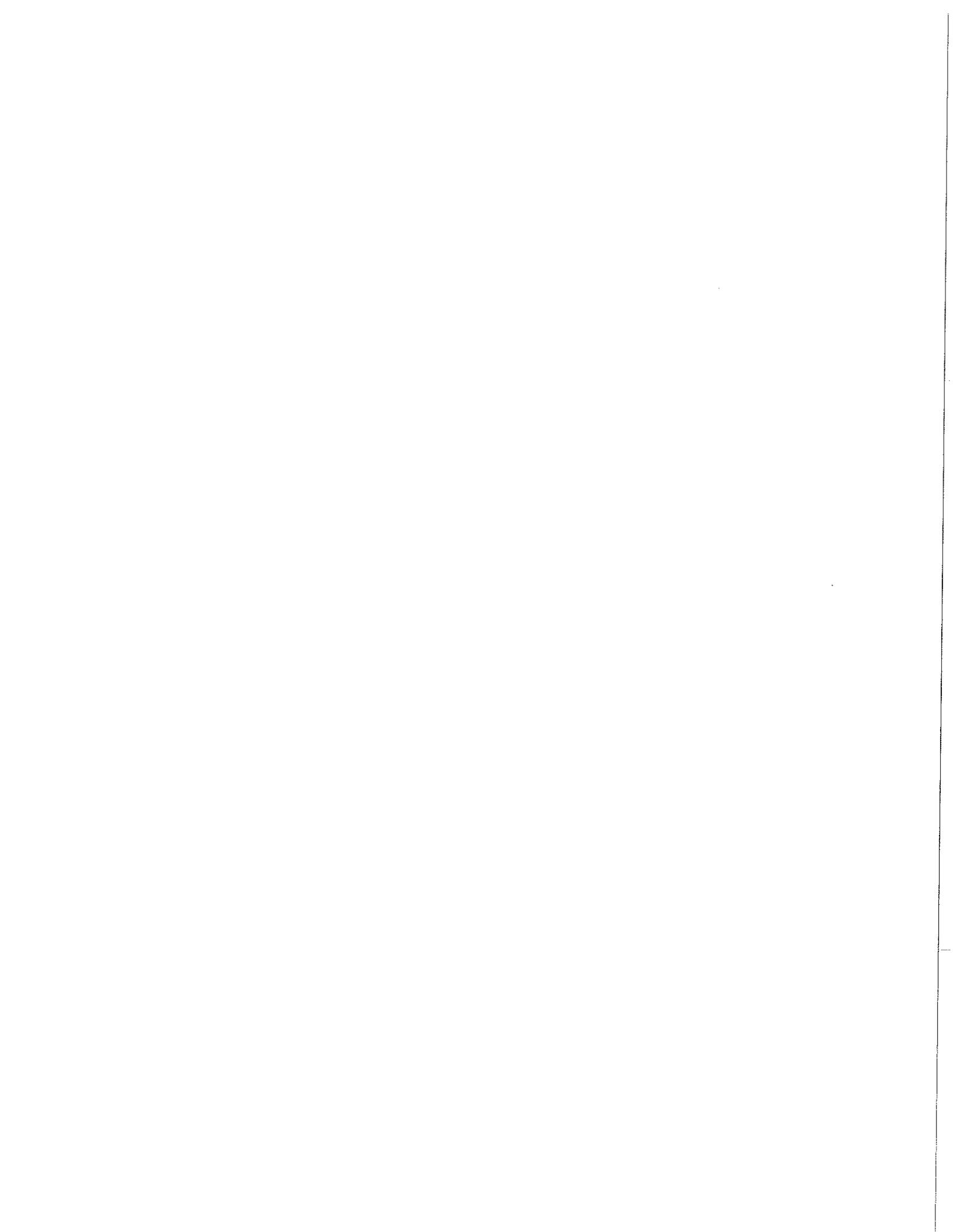
Suspension: (1) temporary withdrawal of the authority to obligate project funds pending corrective action by the FUNDS RECIPIENT, or sub-grantee or a decision to terminate the grant, or (2) an action taken by a FUNDING AGENCY official in accordance with the Interlocal Agreement, State or Federal law, or Regulations to immediately exclude a person from participating in grant transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue.

Termination: Permanent withdrawal of the authority to obligate previously-awarded project funds before that authority would otherwise expire. It also means the voluntary relinquishment of that authority by the FUNDS RECIPIENT or sub-grantee. "Termination" does not include (1) withdrawal of funds awarded on the basis of the FUND RECIPIENT'S underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance as of the expiration of a grant; (3) refusal to extend a grant or award additional funds to make a competing or noncompeting continuation, renewal, extension or supplemental award; or (4) voiding of a grant upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from inception.

Unliquidated Obligations: For reports prepared on a cash basis, means the amount of obligations incurred by the FUNDS RECIPIENT that has not been paid. Reports prepared on an accrued expenditure basis represent the amount of obligations incurred by the FUNDS RECIPIENT for which an outlay has not been recorded.

Unobligated Balance: The portion of the funds authorized by the FUNDING AGENCY that has not been obligated by the FUNDS RECIPIENT, and is determined by deducting the cumulative obligation from the cumulative funds authorized.

Work: The entire completed services or the various separately identifiable parts thereof required to be furnished under this Interlocal Agreement. Work includes and is the result of performing or furnishing labor, services, materials or equipment as required by the Interlocal Agreement.



STATUS OF COMPLETION OF WORK TASKS*

For each major work task or deliverable set forth in your grant contract, provide the following information (attach additional pages as needed):

- Estimate the percent (%) complete of the task/deliverable
- Briefly explain the activities conducted to date towards completing the task or deliverable. Be sure to provide information on the status of equipment purchases and/or facility construction, if applicable.
- List the major activities remaining to be conducted towards completing the task or deliverable.
- Provide an estimated date for the completion of the task or deliverable.
- Explain any problems or delays in completing the task or providing the deliverable.

**Provide copies of all materials and documents produced with grant funds to date (e.g., reports, plans, brochures, educational materials, videos, etc.).*

1. Task/Deliverable:

- A. Percent (%) Completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete task:

- D. Estimated completion date:
- E. Comments:

2. Task/Deliverable:

- A. Percent (%) Completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete task:

- D. Estimated completion date:
- E. Comments:

3. Task/Deliverable:

- A. Percent (%) Completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete task:

- D. Estimated completion date:
- E. Comments:

4. Task/Deliverable:

- A. Percent (%) Completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete task:

- D. Estimated completion date:
- E. Comments:

5. Task/Deliverable:

- A. Percent (%) Completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete task:

- D. Estimated completion date:
- E. Comments:

6. Task/Deliverable

- A. Percent (%) Completed:
- B. Activities conducted to date:

- C. Major activities remaining to complete task:

- D. Estimated completion date:
- E. Comments:

**FY 2008/2009 REGIONAL SOLID WASTE GRANT
Results Report Form 10c: Source Reduction & Recycling**

Reporting Parameter	Cumulative FY 2008/2009 Results
Total grant funding amount	\$
Total amount <i>(in tons)</i> of materials diverted	
Amount <i>(in tons)</i> of brush/yard waste diverted	
Amount <i>(in tons)</i> of glass diverted	
Amount <i>(in tons)</i> of metal diverted	
Amount <i>(in tons)</i> of plastic diverted	
Amount <i>(in tons)</i> of cardboard diverted	
Amount <i>(in tons)</i> of newspaper diverted	
Amount <i>(in tons)</i> of other paper diverted	
Amount <i>(in tons)</i> of C&D debris diverted	
Number of months materials collected <i>(to be used in obtaining averages)</i>	
Average monthly diversion amount <i>(in tons)</i>	
Total number of persons served+	
Total revenue from sale of diverted materials	\$
Average monthly revenue	\$
Total disposal costs avoided <i>(i.e., what it would have cost to landfill the total amount of materials diverted)</i>	\$
Average monthly disposal costs avoided	\$

Education & Training Component

i) Reporting Parameter	Results
Amount of grant funding applied toward education/training activities	\$
Total of all education/training events	
Total number of persons involved in education/training events	
Total of all items distributed related to education/training events (e.g., brochures, fliers, manuals, freebies, etc.)	
Total number of mass media activities (e.g., press releases, PSAs, billboards or signs, etc.)	
Estimated total number of people reached through mass media activities	

Comments:

**FY 2008/2009 REGIONAL SOLID WASTE GRANTS PROGRAM
SUMMARY OF PASS-THROUGH GRANT EXPENDITURES - FORM PT-F2**

1. COUNCIL OF GOVERNMENTS TO WHICH REPORT IS SUBMITTED: North Central Texas Council of Governments				
2. VENDOR TAX IDENTIFICATION NUMBER:		3. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		
4. CONTRACT/PROJECT NUMBER:				
5. FINAL REPORT: <input type="checkbox"/> YES <input type="checkbox"/> NO				
6. ACCOUNTING BASIS: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual				
7. TOTAL GRANT PERIOD: FROM: <u>March 21, 2008</u> TO: <u>July 31, 2009</u>		8. PERIOD COVERED BY THIS REPORT: FROM: _____ TO: _____		
9. BUDGET CATEGORIES (do not include inkind)	Total Budget	Project Cost This Report	Cumulative Project Cost	Total Balance
a. Personnel / Salaries				
b. Fringe Benefits				
c. Travel				
d. Supplies				
e. Equipment				
f. Contractual				
g. Construction				
h. Other				
i. Total Direct (Sum a-h)				
j. Indirect Charges				
k. Total (Sum of i & j)				

NCTCOG-use only

**FY 2008/2009 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF EQUIPMENT AND CONTRACTUAL COSTS**

SUPPLEMENTAL FORM F2-B

EQUIPMENT PURCHASES (during this report period)			
NUMBER PURCHASED	ITEM DESCRIPTION	UNIT COST	TOTAL COST
TOTAL EQUIPMENT EXPENDITURES (Must agree with line 9e on Form PT-F2)			

CONTRACTUAL EXPENDITURES (during this report period)		
SUBCONTRACTOR (NAME)	FOR	TOTAL COST
TOTAL CONTRACTUAL EXPENDITURES (Must agree with line 9f on Form PT-F2)		

Legible receipts must be attached to this form for each listed item or expenditure.

ATTACH ADDITIONAL SHEETS, IF NEEDED

**FY 2008/2009 REGIONAL SOLID WASTE GRANTS PROGRAM
ITEMIZATION OF MATCHING AND CASH CONTRIBUTIONS**

SUPPLEMENTAL FORM F2-E

MATCHING (during this report period)

ITEM PURCHASED OR SERVICE PERFORMED	PURPOSE	COST THIS PERIOD
TOTAL MATCHING EXPENDITURES		

CASH CONTRIBUTIONS (during this report period)

DESCRIPTION	CASH AMOUNT	
TOTAL CASH CONTRIBUTIONS		

**North Central Texas Council of Governments
FY2008/09 SOLID WASTE MANAGEMENT GRANTS PROGRAM
REQUEST FOR BUDGET REVISION**

GRANT RECIPIENT: _____ PROJECT NUMBER: _____

GRANT PERIOD: _____ DATE OF REQUEST: _____

PLEASE INCLUDE A MEMO DETAILING THE PURPOSE AND NEED FOR THIS BUDGET REVISION MEMO SHOULD BE ATTACHMENT TO THIS COVER SHEET. YOU MUST ITEMIZE COMPONENT EXPENSES OF THE PROPOSED BUDGET REVISION IN THIS MEMO.

BUDGET CATEGORIES	APPROVED BUDGET	EXPENDITURES TO DATE	BUDGET CHANGE (+ OR -)	PROPOSED BUDGET REVISION
a. Personnel				
b. Fringe Benefits				
c. Travel				
d. Supplies				
e. Equipment				
f. Contractual				
g. Construction				
h. Other				
i. Total Direct (Sum a-h)				
j. Indirect Charges				
k. Total (Sum i & j)				

CERTIFICATION: I certify to the best of my knowledge that this request is correct and complete and that all outlays and unliquidated obligations will be used for the purposes set forth in the award documents.

Signature of Authorized Project Representative

Typed or Printed Name and Title

Date Submitted

RELEASE OF All CLAIMS
Example

Whereas, the North Central Texas Council of Governments (NCTCOG) and the Town of Addison entered into an Interlocal Agreement for Solid Waste Implementation Project #08-04-G15, a Source Reduction and Recycling Project", dated March 24, 2008 through July 31, 2009.

Whereas, Attachment E, Article 09, Release of Claims, requires that "upon satisfactory completion of the work performed hereunder and prior to final payment under this Interlocal Agreement for such work, or prior to settlement upon termination of this Interlocal Agreement, and as a condition to final payment/ settlement, the Town of Addison shall execute and deliver to the NCTCOG a release of all claims against the NCTCOG arising under or by virtue of this Interlocal Agreement," and

Now, therefore, in consideration of the premises, and of the final payment, the Town of Addison hereby remises, releases, and forever discharges the NCTCOG of and from all manner of debts, dues, sum or sums of money, accounts, claims, and demands whatsoever, in law and in equity, under or by virtue of the said contract.

In witness whereof, the hand and seal of the contractor have been hereunto set this the _____ day of _____.

By: _____

This instrument was acknowledged before me on _____
(date)

Notary Public, State of Texas

My commission expires: _____
(date)

Council Agenda Item: #R9

SUMMARY:

This item is for the consideration and approval authorizing the City Manager to enter into a Professional Services Agreement with Brad Goldberg, Inc. in the amount not to exceed \$42,000.00 for Artist's Services for the proposed 1.5 Million Gallon Elevated Storage Tank.

FINANCIAL IMPACT:

Cost: \$42,000.00

Funds are available in the Utility Fund.

BACKGROUND:

Freese and Nichols, Inc. was retained in 2006 by the Town of Addison to perform a Water Distribution Study. The goals of the project were to evaluate the integrity of the existing water distribution system and to recommend a Capital Improvements Plan to serve growth through build out. The recommended improvements will serve as a basis for the design, construction, and financing of facilities of facilities required to meet Addison's water demands as a result of the projected population growth and commercial development. According to the water demand projections completed by Freese & Nichols as part of the Water Distribution Study, addition of a 1.5 Million Gallon Elevated Water Tank is recommended.

At the November 27, 2007 Council meeting, Council approved a contract with Freese & Nichols, Inc. to perform preliminary engineering for the elevated storage tank. Subsequently, the City Manager's Office expressed a desire for artistic services to ensure the resulting structure is aesthetically pleasing and an iconic figure for the Town. With the high visibility of the proposed location of the new tower (Surveyor and Belt Line) and its proximity to the planned Arapaho Rd. trail extension to the utility easement, it is important to provide Council with the opportunity to design the tower in a manner in keeping with Addison's previous efforts to design infrastructures with an eye to the aesthetic. For example, the Town employed the architectural services of Parson's Group to enhance the architecture of the Addison Airport Air Traffic Control Tower. In addition, when the decision was made to construct the Arapaho Bridge, the Town engaged URS to design a bridge that was an iconic statement for the community. We see the new water tower as offering a similar opportunity for the Town.

RECOMMENDATION:

Staff recommends approval authorizing the City Manager to enter into a Professional Services Agreement with Brand Goldberg, Inc. in the amount not to exceed \$42,000.00 for Artist's Services for the proposed 1.5 Million Gallon Elevated Storage Tank.

ATTACHMENTS:

Proposal

Dear Nancy,

It was a pleasure meeting you all earlier this week. Since then, I have found myself thinking a great deal about the project as I always do, when confronted with a new challenge that I find interesting.

Attached is my attempt at a Letter of Agreement. As discussed, I have kept it very short, simple and to the point. In thinking it through, I developed an outline defining a scope of work to which I applied projected hours of my time.

The outline is as follows:

- Following the approval of this Letter of Agreement, a kick-off meeting will be held with staff members from the City of Addison, Freese and Nichols, Engineers and Brad Goldberg, Artist.
- Following the initial kick-off meeting, Brad Goldberg proposes to conduct independent research into the project and will solicit appropriate information from The City of Addison as well as Freese and Nichols, Engineers.
- Following the research phase conducted by the Artist, Brad Goldberg will develop a series of initial and rough concepts for the aesthetic treatment of the Elevated Water Tank project.
- These concepts will be presented in an initial design “charrette” session between the City of Addison, Engineering Consultants and Artist.
- Based upon the results of the design charrette session, Brad Goldberg will refine design ideas into an initial proposal. The form of this initial proposal will be in the form of drawings and a three-dimensional computer model. The initial proposal as such, will be presented to the City of Addison for input.
- Based upon the input received from the City of Addison and the engineering consultant on the initial proposal, the Artist will work to refine the design further resulting in a Final Conceptual Design. The Final Conceptual Design proposal will take the form of a three-dimensional computer model with various viewpoints depicted as well as a written narrative description.

Please let me know if this meets your needs.

Thank you very much.

Sincerely, Brad Goldberg

Brad J. Goldberg, Inc.

5706 Goliad Avenue Dallas, Texas 75206-6816 USA

T 214 821 9692 F 214-821-1676 brad@bradjgoldberg.com
www.bradjgoldberg.com

27 March, 2008

Nancy Straub Cline, P.E.
Director of Public Works
16801 Westgrove Drive, P.O. Box 9010
Addison, Texas, 75001-9010

Dear Nancy,

Per our meeting at your office on Monday, 24 March, 2008 and your request for a Proposal for Artist's Services for the Surveyor Elevated Water Tank project, I hereby submit this proposed "Letter of Agreement".

It is my understanding that you wish to secure my services to collaborate with the City of Addison and its engineering consultants for the project, Freese and Nichols on the aesthetic design for the Surveyor Elevated Water Tank to be constructed in Addison, Texas.

Based upon our discussion on the 24th of March, the following steps would be taken to advance the project to Final Conceptual Design;

- Following the approval of this Letter of Agreement, a kick-off meeting will be held with staff members from the City of Addison, Freese and Nichols, Engineers and Brad Goldberg, Artist.
- Following the initial kick-off meeting, Brad Goldberg proposes to conduct independent research into the project and will solicit appropriate information from The City of Addison as well as Freese and Nichols, Engineers.
- Following the research phase conducted by the Artist, Brad Goldberg will develop a series of initial and rough concepts for the aesthetic treatment of the Elevated Water Tank project.
- These concepts will be presented in an initial design "charrette" session between the City of Addison, Engineering Consultants and Artist.
- Based upon the results of the design charrette session, Brad Goldberg will refine design ideas into an initial proposal. The form of this initial proposal will be in the form of drawings and a three-dimensional computer model. The initial proposal as such, will be presented to the City of Addison for input.
- Based upon the input received from the City of Addison and the engineering consultant on the initial proposal, the Artist will work to refine the design further resulting in a Final Conceptual Design. The Final Conceptual Design proposal will take the form of a three-dimensional computer model with various viewpoints depicted as well as a written narrative description.

In accordance with the Scope of Work as outlined above, Brad J Goldberg, Inc. shall be paid a fee not to exceed amount of \$42,000.00 (Forty Two Thousand and 00/100 Dollars).

Invoices will be submitted monthly based upon the Artist's standard hourly rate of \$200.00 per hour. The fees for computer modeling are included within the not to exceed amount listed above.

Upon fulfilling the terms of this agreement, should the City of Addison desire that the Artist participate in the development of design details that are not known at that time, a new Letter of Agreement can be established or an Amendment to this agreement can be established.

If the terms as stated above are agreeable, please sign two copies of this letter, returning one to Brad J Goldberg, Inc.



27 March, 2008

Signed: Brad J Goldberg, Date _____

Signed: _____
Signed: Nancy Straub Cline or Other Designated Signee, Date _____

Council Agenda Item: #R10

SUMMARY:

This item is to award a contract to Municipal Utilities, Inc. in the amount of \$219,000.00 for construction of the Waterview Estates & Grand Addison II Water Service Replacement Project.

FINANCIAL IMPACT:

Budgeted Amount: \$248,000.00

Construction Cost: \$219,000.00

Source of Funds: This Project is funded for 2008 in the Water and Sewer Fund, as indicated in the Five Year Capital Replacement Program.

BACKGROUND:

The Public Works Department established the need for the replacement of existing water service lines on Waterview Circle, Brookwood Lane, Dartmouth Court, Cambridge Court, Hemingway Court, Hawthorne Court, Greenleaf Court, Blueberry Court, Parker Court, Evergreen Court, Camelot Court and Aspen Court. This project is the result of numerous water service line breaks in the area that have disrupted service to affected residences. The firm of GSWW, Inc. prepared engineering plans and specifications for the construction of these improvements. A similar water line repair project was completed in 2005 and 2006.

Attached is a bid tabulation for this project. Municipal Utilities, Inc. submitted the lowest bid, in the amount of \$219,000.00. This contractor has successfully completed similar waterline improvement projects in other municipalities in the area. It is estimated that this project will take 75 calendar days to complete.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into a contract for \$219,000.00 with Municipal Utilities, Inc. for the Waterview Estates & Grand Addison II Water Service Replacement Project.

Water Service Line Replacement

BID NO 08-10

DUE: April 8, 2008

10:00 AM

BIDDER	SIGNED	BID BOND	Bid Total
Dowager Utility Construction	Y	Y	\$ 234,000.00
Canary Construction, Inc	Y	Y	\$ 244,000.00
Municipal Utilities, Inc	Y	Y	\$ 219,000.00

Matt McCombs

 Matt McCombs, Management Analyst

Katie H. Roller

 Witness

Council Agenda Item: #R11

SUMMARY:

This agenda item is to authorize the City Manager to submit an application package to join the National Flood Insurance Program and adopt a resolution of intent to participate in NFIP.

FINANCIAL IMPACT:

There is no cost for the Town to join the National Flood Insurance Program.

BACKGROUND:

On April 8th, Addison staff presented a work session on the details of participating in the National Flood Insurance Program. The National Flood Insurance Program (NFIP) was established with the passage of the National Flood Insurance Act of 1968. The NFIP is a Federal program enabling property owners in participating communities to purchase insurance as a protection against flood losses in exchange for State and community floodplain management regulations that reduce future flood damages.

To participate in the NFIP, a community must adopt and enforce floodplain management regulations that meet or exceed the minimum requirements of the Program. To join the Program, the community must submit an application package that includes the following information: Application For Participation in the National Flood Insurance Program (FEMA Form 81-61), Resolution of Intent, and Floodplain Management Regulations.

At the April 8th Council work session, there were several questions that were requested to be clarified. Once the Brookhaven Club Drive area re-develops, there will not be any buildings in Addison in the 100-year floodplain.

- 1.) If a \$3 million home that is not in the 100 year floodplain is substantially damaged (greater than 50 percent) can it be re-built? Yes.
- 2.) Can commercial property that is not in the 100 year floodplain that is damaged be re-built? Yes.
- 3.) The 50 percent substantial damage is calculated based on the value of the structure.

Revisions to the Floodplain Management Regulations would be brought to council in the future if the Town chooses to participate in NFIP.

RECOMMENDATION:

Staff recommends approval authorizing the City Manager to submit an application package to the Federal Emergency Management Agency to join the National Flood Insurance Program and adopt a resolution of intent to participate in NFIP.

Council Agenda Item: #R12

SUMMARY:

Consideration and approval of an Estoppel Agreement by the Town of Addison to and in favor of Concourse Plaza II, LTD., Ground Lease 0950-5101, on Addison Airport.

BACKGROUND:

Concourse Plaza II, LTD, tenant to the above referenced ground lease, is requesting the Town of Addison's consent to the creation of a leasehold mortgage necessary for the refinancing of their leasehold interests. Attached hereto is the proposed estoppel agreement requested by Town North Bank (the "Bank") that, among other things, sets forth the Town's written acknowledgement, as Landlord, to the creation of the leasehold mortgage.

The ground-leased premises are located at the southwest corner of Addison Road and Keller Springs Road, at 16051 Addison Road. The 1.80 acre leased premises are improved with a 42,916 square-foot, two-story multi-tenant office building and 8,400 square feet of attached enclosed aircraft hangar space.

The tenant is in good standing with the Town of Addison. There are no extraordinary legal, environmental or strategic considerations to report at this time.

RECOMMENDATION:

Airport Management recommends the Town of Addison give its consent to the requested action as outlined above. The City Attorney has reviewed the proposed estoppel agreement attached hereto and finds it acceptable for the Town's purposes. Copies of the Ground Lease, proposed Deed of Trust and other supporting documentation are available to the Council upon request. Staff recommends approval.

Attachments: Memorandum – Bill Dyer
Exhibit “A” - Proposed Estoppel Agreement - Town North Bank



William M. Dyer
Real Estate Manager
16051 Addison Road,
Suite 220
Addison, Texas 75001

Main: 972-392-4650
Direct: 972-392-4856
Fax: 972-788-9334
Bill.Dyer@addisonairport.net

Memorandum

To: Mark Acevedo
From: Bill Dyer
CC: Lisa Pyles
Date: 4/14/2008
**Re: Consideration and Consent for the Creation of a Leasehold Mortgage
Concourse Plaza II, LTD ; Ground Lease #0950-5101; 16051 Addison Road**

Requested Action

Concourse Plaza II, LTD, tenant to the above referenced ground lease, is requesting the Town of Addison's consent to the creation of a leasehold mortgage necessary for the refinancing of their leasehold interests. Attached hereto is the proposed estoppel agreement requested by Town North Bank (the "Bank") that, among other things, sets forth the Town's written acknowledgement, as Landlord, to the creation of the leasehold mortgage.

Airport Management recommends the City Council give its consent to the tenant by authorizing the City Manager to sign the Bank's letter on behalf of the Landlord. The City Attorney has reviewed the proposed estoppel letter and finds it acceptable for the Town's purposes.

Background Information

The ground-leased premises are located at the southwest corner of Addison Road and Keller Springs Road, at 16051 Addison Road. The 1.80 acre leased premises are improved with a 42,916 square-foot, two-story multi-tenant office building and 8,400 square feet of attached enclosed aircraft hangar space. The ground lease was originally entered into in October 1983 with Bunnell Properties, Inc. as the tenant and then assigned later that same year to Concourse Plaza, LTD. In April 1997 the landlord and tenant entered into a Settlement and First Amendment Agreement that, among other things, modified the demised premises to the

current 78,506 square feet (1.80 acres) of land to accommodate the Addison Airport Tunnel alignment. Concourse Plaza Ltd., then assigned the ground lease to Concourse Plaza II, Ltd., a Texas limited partnership with Harkinson Investment Corporation as the General Partner.

Summary of Ground Lease Terms

<i>Name of Tenant</i>	<i>Description</i>
Name of Tenant	Concourse Plaza II, LTD
Doing Business As	Addison Airport Office Tower
Lease #	0950-5101
Lease Type	Ground Lease
Ramp #	S9
Property Name	Addison Airport Office Center
Legal Address (1)	16051 Addison Rd., Addison, TX 75001
Primary Contact	Jeff Harkinson, Harkinson Investment Corp. GP
Contact Phone #	972-934-8414
Lease Commencement Date	10/01/1984
Lease Expiration Date	09/30/2024
Years Remaining	16.48
Current Monthly Ground Rent	\$2,996.13
Current Annual Ground Rent	\$35,953.56 (\$0.46SFL)
Next Rental Adjustment	10/1/2008
DCAD Est. Value of Improvements	\$1,952,520
Brief Description of Improvements	SWC of Addison Road and Keller Springs. 2-story structure consisting of @ 42,600 sf of multi-tenant office space, 5 executive hangars and covered parking..
Year Built	1984
Land Area	78,506
Building Area	51,275 SF (excl covered parking)
Rentable Office Area	42,916 RSF
Hangar/Air Serv.	8,400 SF
Ramp Area	7,700 SF

Current Status

The tenant is in good standing with the Town of Addison. There are no extraordinary legal, environmental or strategic considerations to report at this time.

Conclusion and Recommendation

Section 9 of the Ground Lease requires that the Landlord must give its prior written consent to the creation of a leasehold mortgage (except for the construction of the Building Improvements) and any such lien resulting from the proposed leasehold mortgage shall remain subordinate to the Ground Lease. The proposed estoppel agreement and leasehold mortgage satisfies the Town's requirements for giving its consent.

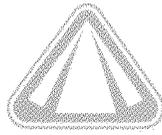
Airport Management recommends the Town of Addison give its consent to the requested action as outlined above. The City Attorney has reviewed the proposed estoppel agreement attached hereto and finds it acceptable for the Town's purposes. Copies of the Ground Lease,

proposed Deed of Trust and other supporting documentation are available to the Council upon request.

Exhibit A

Proposed Estoppel Agreement

Town North Bank



Town North Bank

April 10, 2008

Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

RE: Ground Lease ("Lease") dated October 11, 1983 (the "Ground Lease"), by and among the Town of Addison, Texas, a home-rule municipality (the "City", the same being the Town of Addison, Texas) and Addison Airport of Texas, Inc., a Texas corporation, as Landlord (the City now being the sole Landlord under the Lease, the "Base Lease" (as defined in the Ground Lease) having expired, and the City alone being referred to herein as the "Landlord") and Bunnell Properties, Inc., as tenant; the said Ground Lease then having been assigned to Concourse Plaza, LTD, a Texas limited partnership, by that Assignment of Lease entered into on December 1, 1983 recorded in Volume 83252, Page 7456 of the Dallas County Deed of Records; the said Ground Lease then having been modified by that Settlement and First Amendment to Lease Agreement dated April 22, 1997 as recorded in Volume 97214, Page 2291 (Instrument #199762140412) with a corrected document recorded in Volume 97247, Page 3370 (Instrument #199702470809) of the Dallas County Deed of Records on December 22, 1997; then said Ground Lease, as amended, then having been assigned by Concourse Plaza, LTD to Concourse Plaza II, LTD., a Texas limited partnership, the "Tenant", by that Assignment of Lease entered into on December 30, 1997 as recorded in Volume 98063, Page 3557 (Instrument #199800090587) in the Dallas County Deed of Records, whereby Landlord leases to Tenant certain real property (the "Real Property") located at 16051 Addison Road at Addison Airport in Dallas County, Texas, as specifically described in the Ground Lease, as amended, (and being approximately 1.80 acres in Dallas County, Texas), and being generally described as the "Demised Premises" in the Terms and Conditions set forth in the Ground Lease.

Gentlemen:

Town North Bank, N.A. (the "Bank") intends to make a loan to Concourse Plaza II, LTD, a Texas limited partnership, which loan (the "Loan") in the amount of \$2,000,000.00 will be secured by, among other things a lien against the leasehold interest of Tenant in the Real Property created pursuant to a leasehold deed of trust (the "Leasehold Deed of Trust") to be executed by Tenant to Ronald L. Burnette, as Trustee for the benefit of Bank, which Deed of Trust shall be subordinate and inferior to the Ground Lease and Landlord's lien (contractual and statutory) and other rights thereunder and all terms and conditions thereof, which Deed of Trust shall be in substantially the form of the Deed of Trust attached hereto.

The Bank has advised Tenant that Bank requires the written acknowledgment of Landlord to the execution by Tenant of the above-described Deed of Trust and the written acknowledgment and consent of the Landlord to the statements set forth in this letter.

Therefore, by executing the enclosed copy of this letter and returning it to the undersigned, Landlord hereby specifically states as follows:

1. Landlord takes notice of the Leasehold Deed of Trust and the subordinate and inferior lien provided for therein being impressed solely against the leasehold interest of Tenant in the Real Property.
2. The Lease has not been modified, altered or amended except as described herein.
3. Landlord has no actual knowledge of the existence of any default by Tenant under the Lease or of any lien against the Real Property other than that created by the Ground Lease and any lien for taxes as may be provided by law.
4. Landlord will give to Bank, at the address of Bank specified in this letter or at such other address as Bank may hereafter designate in writing to Landlord, prompt written notice of any default by Tenant under the Lease simultaneously with the giving of such notice to Tenant, and Bank shall have the right, but not the obligation, for a period of fifteen (15) days after its receipt of such notice or within any longer period of time specified in such notice, to take such action or to make such payment as may be necessary or appropriate to cure any such default so specified. Landlord shall not exercise Landlord's right to terminate the lease without first giving Bank the notice provided for herein and affording Bank the right to cure such default as provided for herein.
5. For the purposes of this letter, any notice to Bank may be delivered in person or shall be deemed to be delivered, whether actually received or not, when deposited in United States mail, postage prepaid, registered, or certified mail, return receipt requested, addressed to Bank at the above-described address.
6. If Bank or a third party (provided such third party is approved by Landlord in accordance with the terms of the Lease for approval of an assignee) succeeds to the interest of Tenant in and to the Lease and the Real Property by means of foreclosure under the Deed of Trust, by means of a transfer in lieu of such foreclosure, or by any other means due to the failure or inability of Tenant to pay the Loan secured by the Deed of Trust, Landlord shall thereafter accept, recognize and treat Bank or such approved third party as the tenant under the Lease and Landlord shall continue to perform all of its obligations under the Lease. Bank may thereafter, with the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed, assign its leasehold right, title, and interest in and to the Ground Lease. For purposes hereof and any applicable law, and without limitation as to other grounds for Landlord withholding consent, it shall be deemed to be reasonable for Landlord to withhold its consent when any one or more of the following apply:

(a) the proposed assignee is of a character or of a reputation or is engaged in a business which is not consistent with the master or strategic plan of Addison Airport as reasonably determined by Landlord;

(b) the proposed assignee has not demonstrated sufficient financial responsibility or creditworthiness to the reasonable satisfaction of Landlord in light of the duties, obligations, and responsibilities of the tenant under the Ground Lease at the time when the consent is requested;

(c) the proposed assignee's intended use of the demised premises as defined in the Ground Lease is inconsistent with the Ground Lease;

(d) the proposed assignment would cause Landlord to be in violation of another lease or agreement to which Landlord is a party or to which Landlord or the Addison Airport is subject (including, without limitation, any grant agreements or grant assurances of the Federal Aviation Administration or any other governmental entity or agency);

(e) if at any time consent is requested or at any time prior to the granting of consent, Tenant is in default under the Ground Lease or would be in default under the Ground Lease but for the pendency of a grace or cure period, provided that if such default is cured within such grace or cure period, then Landlord may not continue to withhold its consent solely for this circumstance; or

(f) the proposed assignee does not intend to occupy the entire demised premises as described in the Ground Lease and conduct its business therefrom for a substantial portion of the then remaining term of the Ground Lease.

For purposes hereof and any applicable law, and without limitation as to other grounds for Landlord delaying consent, it shall be deemed to be reasonable for Landlord to delay its consent for a period of 45 days after the receipt by Landlord of all information requested by Landlord regarding or in connection with the proposed assignment and the proposed assignee.

7. To the actual knowledge of Landlord no rent has been paid more than thirty (30) days in advance of its due date.

Very truly yours,

TOWN NORTH BANK, N.A.

By: _____
Ronald L. Burnette, Executive Vice President

Acknowledged and consented to the _____ day of _____, 20____.

TOWN OF ADDISON, TEXAS

By: _____

By: _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

cc: Real Estate Manager
Addison Airport
16051 Addison Road, Suite 220
Addison, Texas 75001

Draft of Deed of Trust
Available Upon Request

Council Agenda Item: #R13

SUMMARY:

Staff requests the Council appoint members and alternates to the Addison Board of Zoning Adjustment.

BACKGROUND:

The Board of Zoning Adjustment consists of five members with four alternates. The current list of members and alternates is attached. At a Council work session on April 7th, it was determined that BZA members should be assigned to individual Councilmembers to appoint. The staff was directed to assign each Councilmember a member. However, since there are 7 Councilmembers and 9 total BZA positions, the Council determined that each Councilmember would be allocated one appointment, with two Councilmembers being allocated two alternate member appointments. The staff assigned BZA members and alternates to Councilmembers alphabetically.

Two members have expired terms: Charles Martin and Maggie McQuown. Mr. Martin is a dependable board member. However, Ms. McQuown travels frequently and has trouble making the meetings. William Green, an alternate member, was scheduled to move from the City. I have not been able to contact him to determine if he is still moving. Two alternates have moved from the city during the past few months, leaving two alternate positions vacant.

The staff has looked for a training program for BZA members and has not found any live training the members could attend. However, the staff ordered a video training program from the American Planning Association. As soon as the full board is appointed, the staff will conduct a training session with the members.

RECOMMENDATION:

Staff recommends the Council appoint members and alternates to the Board of Zoning Adjustment.

Board of Zoning Adjustment

Members

Bob Baumann
4004 Sherry Lane
Addison, TX 75001
972-866-0070
Term Expires: 08-14-09
First term
Appointed by: Braun

Charles "Chick" Martin
14810 Lochinvar Drive
Dallas, TX 75254
972-239-6044
Term is expired
Second term
Appointed by: Chow

Maggie McQuown
14600 Brookwood Lane
Addison, TX 75001
972-247-0234
Term is expired
Second term
Appointed by: Hirsch

Becky Thompson
17112 Vinland Drive
Addison, TX 75001
972-250-1801
Term expires: 08-14-2009
First Term
Appointed by: Kraft

Kathryn Wheeler
14925 Havenshire Place
Dallas, TX 75254
972-503-6777
Term expires: 06-13-2008
First Term
Appointed by: Meier

Alternates

Virgil Burkhardt
4007 Winter Park Lane
Addison, TX 75001
972-490-8517
Term expires: 09-26-2008
Second term
Appointed by: Mellow

William Green
3845 Canot Lane
Addison, TX 75001
972-463-5585
Is moving from City
Second term
Appointed by: Niemann

New Alternate

First Term
Appointed by Mellow

New Alternate

First term
Appointed by: Niemann

Carmen Moran
Town of Addison
Staff Liaison
P.O. Box 9010
Addison, TX 75001
972-450-2886

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: April 7, 2008

Subject: 2006 IBC

The following changes were made to the 2006 IBC ordinance:

Sec. 18-31. Adopted. Changed text to read 2006 codes.

Sec. 18-51.1. Existing Buildings. The International Existing Building Code is no longer referenced in the 2006 IBC so this amendment isn't needed.

Sec. 18-55.1 High Rise Buildings and Sec. 18-55.2 Applicability. Amendments recommended by NCTCOG and to correspond to Fire Dept requirement that 55' be considered a high rise.

Sec. 18-58. Table 602. Text changed to correspond to new wording in the 2006 IBC.

Sec. 18-63. Automatic fire-extinguishing system., and Sec. 18-63.1. NFPA 13 sprinkler systems. were changed and Sec. 18-63.1.1 Group A-2. was added to correspond to the changes to the fire code.

Sec. 18-63.5 High-rise buildings. Amendment recommended by NCTCOG and to correspond to Fire Dept requirement that 55' be considered a high-rise.

Sec. 18-67. Corridor construction. Changed text to read 1017.1.

Sec. 18-67.1. Smokeproof enclosures. Amendment recommended by NCTCOG and to correspond to Fire Dept requirement that 55' be considered a high rise.

Sec. 18-68. Design. Amendment recommended by NCTCOG to accommodate buildings regulated under Texas State law.

Sec. 18-69. Unisex toilet and bathing rooms. Amendment recommended by NCTCOG to coincide with amendments to IBC Chapter 29 recommended in Sec. 18-73. Minimum number of fixtures.

Sec. 18-70. Wood supporting masonry or concrete. Text was changed to correspond to new wording in the 2006 IBC.

Sec. 18-72. Exterior insulation and finish system (EIFS). Changed text to read 1403.7.

Sec. 18-73. Minimum number of fixtures. Amendment recommended by NCTCOG to allow flexibility for designer to consider specific occupancy needs.

Sec. 18-79. Amendments to the International Energy Conservation Code. Amendment recommended by NCTCOG to satisfy the “not less restrictive” requirement when adopting subsequent editions of energy codes in accordance with Texas SB 5, 77th Legislature.

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 18 Article II, OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS, TO PROVIDE MINIMUM STANDARDS TO SAFEGUARD LIFE OR LIMB, PROPERTY, AND PUBLIC WELFARE BY REGULATING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, USE AND OCCUPANCY, LOCATION AND MAINTENANCE OF BUILDINGS AND STRUCTURES. PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

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

SECTION 1. That the Code of Ordinances of the Town of Addison be amended by deleting Sec. 18-51.1, adding Sec. 18-55.1, Sec. 18-55.2, Sec. 18-63.1.1, Sec. 18-63.5 and Sec.18-67.1 and changing Sec.18-31, Sec.18-58, Sec.18-63, Sec. 18-63.1 Sec.18-67, Sec.18-68, Sec.18-69, Sec.18-70, Sec.18-72, Sec. 18-73 and Sec. 18-79 to read as follows:

BUILDING CODE
DIVISION 1. GENERALLY

Sec. 18-31. Adopted.

For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials used, use and occupancy, location and maintenance of all buildings and structures within the city and certain equipment specifically regulated herein, the International Building Code, 2006 ~~2003~~ Edition, the and the International Energy Conservation Code, 2006 ~~2003~~ Edition, (copies of which, authenticated by the signature of the mayor and the city secretary, and made a public record by ordinance, is on file in the city secretary's office), are hereby adopted as the building code of the city as fully as if copied at length in this article, but with the changes therein and additions thereto to provided in this article. Also, adopted are Appendices E, F, G, I and J of the 2006 ~~2003~~ Edition of the International Building Code.

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

~~Sec. 18-51.1 Existing Buildings.~~

~~The International Building Code is amended by changing Section 101.2, exception 2 to read as follows:~~

~~2. Existing buildings undergoing repair, alterations or additions and change of occupancy shall be permitted to comply with the International Existing Building Code with prior approval of the Building Official. Otherwise see chapter 34.~~

Sec. 18-55.1 High Rise Buildings.

The International Building Code is amended by adding a definition to Section 202 to read as follows:

HIGH RISE BUILDING. A building having any floor for human occupancy located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

Sec. 18-55.2 Applicability.

The International Building Code is amended by changing 75 feet to read 55 feet and 22 860 mm to read 16 764 mm in the first paragraph of Section 403.1.

Sec. 18-58. Table 602.

The International Building code is amended by changing footnote b in Table 602 to read as follows:

b. For special requirements for Group U see section 406.1.2. Group R-3 and Group U when used as accessory to Group R-3, as applicable in 101.2 shall not be required to have a fire resistive rating where fire separation distance is three feet or more. Group R-2 and Group U carport, as applicable in 406.1.4 ~~exception item~~ 4 shall not be required to have a fire resistance rating where the fire separation is 10 feet or more.

Sec. 18-63. Automatic fire-extinguishing systems.

The International Building Code is amended by changing Section 903.2 to read as follows:

903.2 Sprinklers required. An approved automatic fire sprinkler system shall be installed as follows:

(1) In all buildings of any area, size or occupancy built or added to after December 8, 1992. In the case of an

addition to an existing structure or space an approved automatic fire sprinkler system shall be installed in the addition and the existing building or space. unless separated by an approved fire wall. Unless otherwise required in the code, the following exceptions apply:

Exception 1: Detached Group U occupancies that do not exceed 500 square feet in area and are located six feet from any other building.

Exception 2: Open parking garages of noncombustible construction that have no other types of occupancies located above the garage.

Exception 3: Existing, unsprinklered, single family detached dwellings which are added for the purpose of increasing livable area.

Exception 4: Covered walkways or open canopies above fuel dispensing pumps, bus stops or other similar structures intended only for the temporary protection of persons from inclement weather but not including covered patios attached to buildings.

Exception 5: Group S-2 occupancies used only for the storage or parking of aircraft. (NOTE: Aircraft hangars are subject to the provisions of NFPA 409.)

- (2) In any existing building or space, of any size, area or occupancy remodeled or reconstructed after the effective date of this ordinance where work performed exceeds 33% 50% or greater of either of both the square footage and or the dollar value of the building or space. is involved.
- (3) In the attic of any building required by this section to have a fire sprinkler system, except the attics of single family detached dwellings.
- (4) In the occupancies and location as set forth in this section.

For provisions on special hazards and hazardous materials, see the fire code.

Sec. 18-63.1 NFPA 13 Sprinkler systems.

The International Building Code is amended by changing Section 903.3.1.1 to read as follows:

903.3.1.1 NFPA sprinkler systems. Where the provisions of

this ordinance require that a building or portion thereof be equipped with an automatic fire sprinkler system, sprinklers shall be installed in accordance with NFPA-13, or other standards as appropriate for the occupancy type and, in addition, sprinkler coverage shall include any area, regardless of size or use, that contains an energy source except as provided in Sections 903.3.1.1.1 exceptions (1) & (2). Sprinkler will also be installed on covered balconies and porches.

Sec. 18-63.1.1 Group A-2.

The International Building Code is amended by changing Section 903.2.1.2 1. to read as follows:

1. The fire area exceeds 1500 square feet.

Sec. 18-63.5 ~~Reserved.~~ High-rise buildings.

The International Building Code is amended by changing 75 feet to read 55 feet and 22 860 mm to read 16 764 mm in Section 907.2.12 and Section 907.8.2.

Sec. 18-67. Corridor Construction.

The International Building Code is amended by adding Exception 5 to Section 1017.1 ~~1016.1~~ to read as follows:

5. Nonrated construction within a single tenant space in the following circumstances:

- (i) Smoke detectors are installed along the path of travel per manufacturer's instructions, but in no case more than sixty (60) feet.
- (ii) The actuation of the smoke detectors provides an alarm audible within the space.
- (iii) The smoke alarms are connected to the building's fire alarm system where such a system is provided.

Sec. 18-67.1. Smokeproof enclosures.

The International Building Code is amended by changing 75 feet to read 55 feet and 22 860 mm to read 16 674 mm in Section 1020.1.7.

Sec. 18-68. ~~Reserved.~~ Design.

The International Building Code is amended by adding an exception to Section 1102.2 to read as follows:

Exception: Buildings regulated under State Law and built in accordance with State certified plans, including any differences and variances or waivers granted by the State, shall be deemed in compliance with the requirements of this chapter.

Sec. 18-69. ~~Reserved.~~ Unisex toilet and bathing rooms.

The International Building Code is amended by changing the first sentence in Section 1109.2.1 to read as follows:

In assembly and mercantile occupancies, an accessible unisex toilet room shall be provided where an aggregate of six or more male or female water closets is required.

Sec. 18-70. Wood supporting masonry or concrete.

The International Building Code is amended by changing the exception in Section 2304.12 to read Exception 1 and adding Exception 2 to read as follows:

Exceptions:

1. Horizontal wood members supporting masonry or concrete nonstructural floor or roof surfacing not more than 4 inches (102 mm) thick need not be checked for long term loading.

2. When designed by an engineer licensed by the State of Texas to provide such services.

~~The International Building Code is amended by adding an exception 5 to subsection 2304.12 to read as follows:~~

~~5. When designed by an engineer licensed by the State of Texas to provide such services.~~

Sec. 18-72. Exterior insulation and finish systems (EIFS).

The International Building Code is amended by adding Section 1403.7 ~~1403.8~~ to read as follows:

1403.7 ~~1403.8~~ Exterior insulation and finish systems (EIFS). When these systems are used, the following requirements shall

be complied with:

1. Plans submitted for permit shall specifically identify the EIFS assembly.
2. Only systems with an International Code Council (ICC) Evaluation Report will be allowed, and before the start of installation of the EIFS assembly, the holder of a building permit must submit for approval the International Code Council Evaluation Report on the specific system to be used.
3. The applicator to install the EIFS assembly must be approved by the manufacturer and must submit documentation to that effect before beginning work.
4. The architect or a special inspector must supervise and oversee the installation of EIFS assemblies.
5. Upon completion of the project, the architect and applicator must submit all pertinent documentation called for in the ICC report and the manufacturer's recommendations for EIFS.
6. EIFS from six (6) feet and down on any building and where accessible to pedestrian and vehicular traffic shall be a "high impact" system.
7. EIFS assemblies shall not be used where the protection of openings is required.

Sec. 18-73. ~~Reserved.~~ Minimum number of fixtures.

The International Building code is amended by changing Section 2902.1 to read as follows:

2902.1 Minimum number of fixtures. Plumbing fixtures shall be provided for the type of occupancy and in the minimum number as follows:

1.Assembly occupancies: At least one drinking fountain shall be provided at each floor level in an approved location.

Exception: A drinking fountain need not be provided in a drinking or dining establishment.

2.Groups A,B,F,H,I,M and S occupancies: Buildings or portions thereof where persons are employed shall be provided with at least one water closet for each sex except as provided for in Subsection 2902.2.

3. Group E Occupancies: Shall be provided with fixtures as shown in Table 2902.1.

4. Group R Occupancies: Shall be provided with fixtures as shown in Table 2902.1.

It is recommended but not required that the minimum number of fixtures provided also comply with the number shown in Table 2902.1. Types of occupancies not shown in Table 2902.1 shall be considered individually by the code official. The number of occupants shall be determined by this code. Occupancy classification shall be determined in accordance with Chapter 3.

Sec.18-79. ~~Reserved.~~ Amendments to the International Energy Conservation Code.

The International Energy Conservation Code is amended to read as follows:

Amend Section 101.4.2 Historic Buildings to read as follows:

101.4.2 Historic Buildings. Any building or structure that is listed in the State or National Register of Historic Places; designated as a historic property under local or state designation law or survey; certified as a contributing resource with a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed on the National or State Registers of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, shall comply with all the provisions of this code.

Exception: Whenever a provision or provisions shall invalidate or jeopardize the historical designation or listing, that provision or provisions may be exempted.

Amend Section 103.1.1 Above code programs. to read as follows:

103.1.1 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

Amend SECTION 202 GENERAL DEFINITIONS by adding the following definition:

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

GLAZING AREA. Total area of the glazed fenestration measured using the rough opening and including sash, curbing or other framing elements that enclose the conditioned space. Glazing area includes the area of the glazed fenestration assemblies in walls bounding conditioned basements. For doors where daylight opening is less than 50 percent of the door area, that glazing area is the daylight opening area. For all other doors, the glazing area is the rough opening area for the door including the door and the frame.

Amend Section 301.1 to read as follows:

301.1 General. Climate zones from Figure 301.1, Figure 301.2, Table 301.1(1), Table 301.2(1), or Table 301.3(3) shall be used in determining the applicable requirements from Chapters 4&5. Locations not in Table 301.1 (outside the US) shall be assigned climate zone based on Section 301.3.

Amend the code by inserting FIGURE 301.2-TEXAS CLIMATE ZONES immediately following Figure 301.1:

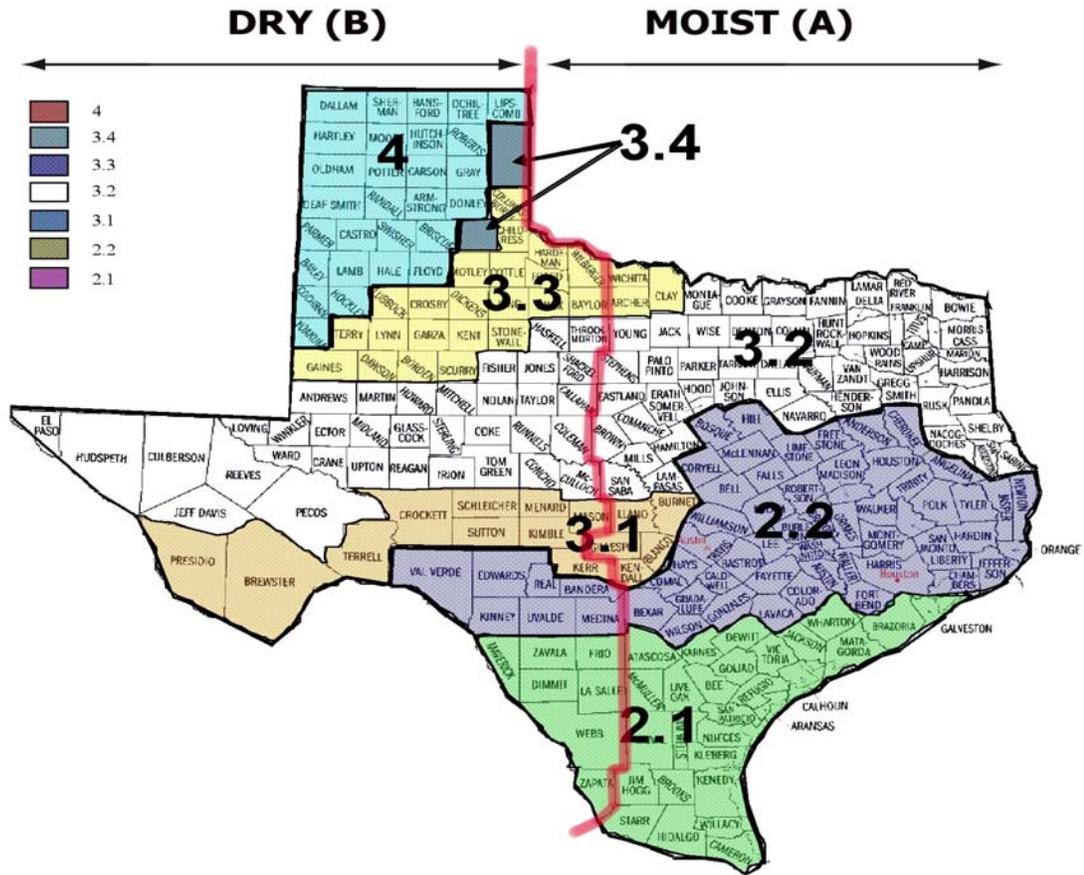


FIGURE 301.2: TEXAS CLIMATE ZONES

Amend TABLE 301.1 CLIMATE ZONES BY STATE, COUNTY AND TERRITORIES by deleting references to Texas and add TABLE 301.1(1) CLIMATE ZONES AND SUB CLIMATE ZONES FOR TEXAS:

TABLE 301.1(1) CLIMATE ZONES AND SUB CLIMATE ZONES FOR TEXAS

Zone 2

ANDERSON	2.2	DE WITT	2.1	JIM HOGG	2.1	ORANGE	2.2
ANGELINA	2.2	DIMMIT	2.1	JIM WELLS	2.1	POLK	2.2
ARANSAS	2.1	DUVAL	2.1	KARNES	2.1	REAL	2.2
ATASCOSA	2.1	EDWARDS	2.2	KENEDY	2.1	REFUGIO	2.1
AUSTIN	2.2	FALLS	2.2	KINNEY	2.2	ROBERTSON	2.2
BANDERA	2.2	FAYETTE	2.2	KLEBERG	2.1	SAN JACINTO	2.2
BASTROP	2.2	FORT BEND	2.2	LA SALLE	2.1	SAN PATRICIO	2.1
BEE	2.1	FREESTONE	2.2	LAVACA	2.2	STARR	2.1
BELL	2.2	FRIO	2.1	LEE	2.2	TRAVIS	2.2

BEXAR	2.2	GALVESTON	2.1	LEON	2.2	TRINITY	2.2
BOSQUE	2.2	GOLIAD	2.1	LIBERTY	2.2	TYLER	2.2
BRAZORIA	2.1	GONZALES	2.2	LIMESTONE	2.2	UVALDE	2.2
BRAZOS	2.2	GRIMES	2.2	LIVE OAK	2.1	VAL VERDE	2.2
BROOKS	2.1	GUADALUPE	2.2	MADISON	2.2	VICTORIA	2.1
BURLESON	2.2	HARDIN	2.2	MATAGORDA	2.1	WALKER	2.2
CALDWELL	2.2	HARRIS	2.2	MAVERICK	2.1	WALLER	2.2
CALHOUN	2.1	HAYS	2.2	MCLENNAN	2.2	WASHINGTON	2.2
CAMERON	2.1	HIDALGO	2.1	MCMULLEN	2.1	WEBB	2.1
CHAMBERS	2.2	HILL	2.2	MEDINA	2.2	WHARTON	2.1
CHEROKEE	2.2	HOUSTON	2.2	MILAM	2.2	WILLACY	2.1
COLORADO	2.2	JACKSON	2.1	MONTGOMERY	2.2	WILLIAMSON	2.2
COMAL	2.2	JASPER	2.2	NEWTON	2.2	WILSON	2.2
CORYELL	2.2	JEFFERSON	2.2	NUECES	2.1	ZAPATA	2.1

Zone 3

ANDREWS	3.2	EL PASO	3.2	KERR	3.1	ROCKWALL	3.2
ARCHER	3.3	ELLIS	3.2	KIMBLE	3.1	RUNNELS	3.2
BAYLOR	3.3	ERATH	3.2	KING	3.3	RUSK	3.2
BLANCO	3.1	FANNIN	3.2	KNOX	3.3	SABINE	3.2
BORDEN	3.3	FISHER	3.2	LAMAR	3.2	SAN AUGUSTINE	3.2
BOWIE	3.2	FOARD	3.3	LAMPASAS	3.2	SAN SABA	3.2
BREWSTER	3.1	FRANKLIN	3.2	LLANO	3.1	SCHLEICHER	3.1
BROWN	3.2	GAINES	3.3	LOVING	3.2	SCURRY	3.3
BURNET	3.1	GARZA	3.3	LUBBOCK	3.3	SHACKELFORD	3.2
CALLAHAN	3.2	GILLESPIE	3.1	LYNN	3.3	SHELBY	3.2
CAMP	3.2	GLASSCOCK	3.2	MARION	3.2	SMITH	3.2
CASS	3.2	GRAYSON	3.2	MARTIN	3.2	SOMERVELL	3.2
CHILDRESS	3.3	GREGG	3.2	MASON	3.1	STEPHENS	3.2
CLAY	3.3	HALL	3.4	MCCULLOCH	3.2	STERLING	3.2
COKE	3.2	HAMILTON	3.2	MENARD	3.1	STONEWALL	3.3
COLEMAN	3.2	HARDEMAN	3.3	MIDLAND	3.2	SUTTON	3.1
COLLIN	3.2	HARRISON	3.2	MILLS	3.2	TARRANT	3.2
COLLINGSWORTH	3.3	HASKELL	3.2	MITCHELL	3.2	TAYLOR	3.2
COMANCHE	3.2	HEMPHILL	3.4	MONTAGUE	3.2	TERRELL	3.1
CONCHO	3.2	HENDERSON	3.2	MORRIS	3.2	TERRY	3.3
COOKE	3.2	HOOD	3.2	MOTLEY	3.3	THROCKMORTON	3.2
COTTLE	3.3	HOPKINS	3.2	NACOGDOCHES	3.2	TITUS	3.2
CRANE	3.2	HOWARD	3.2	NAVARRO	3.2	TOM GREEN	3.2
CROCKETT	3.1	HUDSPETH	3.2	NOLAN	3.2	UPSHUR	3.2
CROSBY	3.3	HUNT	3.2	PALO PINTO	3.2	UPTON	3.2
CULBERSON	3.2	IRION	3.2	PANOLA	3.2	VAN ZANDT	3.2
DALLAS	3.2	JACK	3.2	PARKER	3.2	WARD	3.2
DAWSON	3.3	JEFF DAVIS	3.2	PECOS	3.2	WHEELER	3.4
DELTA	3.2	JOHNSON	3.2	PRESIDIO	3.1	WICHITA	3.3
DENTON	3.2	JONES	3.2	RAINS	3.2	WILBARGER	3.3
DICKENS	3.3	KAUFMAN	3.2	REAGAN	3.2	WINKLER	3.2
EASTLAND	3.2	KENDALL	3.1	RED RIVER	3.2	WISE	3.2
ECTOR	3.2	KENT	3.3	REEVES	3.2	WOOD	3.2
						YOUNG	3.2

Zone 4

ARMSTRONG	DEAF SMITH	HOCKLEY	PARMER
BAILEY	DONLEY	HUTCHINSON	POTTER

BRISCOE	FLOYD	LAMB	RANDALL
CARSON	GRAY	LIPSCOMB	ROBERTS
CASTRO	HALE	MOORE	SHERMAN
COCHRAN	HANSFORD	OCHILTREE	SWISHER
DALLAM	HARTLEY	OLDHAM	YOAKUM

Amend TABLE 301.2 WARM HUMID COUNTIES AND TERRITORIES by deleting the references to Texas and add TABLE 301.2(1) WARM HUMID COUNTIES FOR TEXAS:

TABLE 301.2(1) WARM HUMID COUNTIES FOR TEXAS

ANDERSON	2.2	DUVAL	2.1	KAUFMAN	3.2	RED RIVER	3.2
ANGELINA	2.2	EDWARDS	2.2	KENDALL	3.1	REAL	2.2
ARANSAS	2.1	ELLIS	3.2	KENEDY	2.1	REFUGIO	2.1
ATASCOSA	2.1	ERATH	3.2	KINNEY	2.2	ROBERTSON	2.2
AUSTIN	2.2	FALLS	2.2	KLEBERG	2.1	ROCKWALL	3.2
BANDERA	2.2	FAYETTE	2.2	LA SALLE	2.1	RUSK	3.2
BASTROP	2.2	FORT BEND	2.2	LAMAR	3.2	SABINE	3.2
BEE	2.1	FRANKLIN	3.2	LAMPASAS	3.2	SAN AUGUSTINE	3.2
BELL	2.2	FREESTONE	2.2	LAVACA	2.2	SAN JACINTO	2.2
BEXAR	2.2	FRIO	2.1	LEE	2.2	SAN PATRICIO	2.1
BLANCO	3.1	GALVESTON	2.1	LEON	2.2	SAN SABA	3.2
BOSQUE	2.2	GILLESPIE	3.1	LLANO	3.1	SHELBY	3.2
BOWIE	3.2	GOLIAD	2.1	LIBERTY	2.2	SMITH	3.2
BRAZORIA	2.1	GONZALES	2.2	LIMESTONE	2.2	STARR	2.1
BROWN	3.2	GREGG	3.2	LIVE OAK	2.1	SOMMERVELL	3.2
BRAZOS	2.2	GRIMES	2.2	MADISON	2.2	TARRANT	3.2
BROOKS	2.1	GUADALUPE	2.2	MARION	3.2	TITUS	3.2
BURLESON	2.2	HAMILTON	3.2	MATAGORDA	2.1	TRAVIS	2.2
BURNET	3.1	HARDIN	2.2	MAVERICK	2.1	TRINITY	2.2
CALDWELL	2.2	HARRIS	2.2	MCLENNAN	2.2	TYLER	2.2
CALHOUN	2.1	HARRISON	3.2	MCMULLEN	2.1	UPSHUR	3.2
CAMERON	2.1	HAYS	2.2	MEDINA	2.2	UVALDE	2.2
CHAMBERS	2.2	HENDERSON	3.2	MILAM	2.2	VAL VERDE	2.2
CAMP	3.2	HIDALGO	2.1	MILLS	3.2	VAN ZANDT	3.2
CASS	3.2	HOOD	3.2	MONTGOMERY	2.2	VICTORIA	2.1
CHEROKEE	2.2	HOPKINS	3.2	MORRIS	3.2	WALKER	2.2
COLLIN	3.2	HILL	2.2	NACOGDOCHES	3.2	WALLER	2.2
COLORADO	2.2	HOUSTON	2.2	NAVARRO	3.2	WASHINGTON	2.2
COMAL	2.2	HUNT	3.2	NEWTON	2.2	WEBB	2.1
COMANCHE	3.2	JACKSON	2.1	NUECES	2.1	WHARTON	2.1
CORYELL	2.2	JASPER	2.2	ORANGE	2.2	WILLACY	2.1
DALLAS	3.2	JEFFERSON	2.2	PALO PINTO	3.2	WILLIAMSON	2.2
DELTA	3.2	JIM HOGG	2.1	PANOLA	3.2	WILSON	2.2
DENTON	3.2	JIM WELLS	2.1	PARKER	3.2	WOOD	3.2
DE WITT	2.1	JOHNSON	3.2	POLK	2.2	ZAPATA	2.1
DIMMIT	2.1	KARNES	2.1	RAINS	3.2	ZAVALA	2.1

Add Section 401.2.1. Compliance software tools.to read as follows:

401.2.1. Compliance software tools. Software tools may be used to demonstrate energy code compliance that are deemed acceptable by the building official. The PNL program REScheck is not acceptable

for residential compliance.

Amend Section 402.1.1 Insulation and fenestration criteria.to read as follows:

402.1.1 Insulation and fenestration criteria. The building thermal envelope shall meet the requirements of Table 402.1.1 based on the climate zone specified in Chapter 3. The use of REScheck shall not be an acceptable means of demonstrating envelope compliance.

When compliance using Table 402.1.1 is demonstrated with a ceiling R-value of R30 or less, no more that 33% of the total projected ceiling area may be of cathedral type construction (ceiling joist/roof rafter assembly) and the required insulation R-value may be reduced to a minimum of R22 insulation when the remaining area insulation is increased to R38.

Amend TABLE 402.1.1 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT to read as follows:

TABLE 402.1.1

INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT (TEXAS)^a

CLIMATE - SUB CLIMATE ZONE	MAX GLAZED AREA TO WALL AREA RATIO	MAX GLAZED FENESTRATION U-FACTOR	MAX SKYLIGHT U-FACTOR ^b	MAX GLAZED FENESTRATION SHGC	MIN CEILING R-VALUE	MIN WOOD FRAME WALL R-VALUE ^d	MASS WALL R-VALUE	MIN FLOOR R-VALUE	MIN BASEMENT WALL R-VALUE	MIN SLAB R-VALUE & DEPTH ^e	MIN CRAWL SPACE WALL R-VALUE
2.1	15	0.75	0.75	0.38	19	13	6	19	0	0	5
	20	0.70	0.75	0.38	30	13	6	19	0	0	5
	25	0.65	0.75	0.35	30	13	6	19	0	0	5
	30	0.54	0.75	0.35	38	13	6	19	0	0	5
2.2	15	0.65	0.75	0.38	30	13	6	19	5	0	6
	20	0.65	0.75	0.38	38	13	6	19	6	0	6
	25	0.54	0.75	0.35	38	13	6	19	8	0	10
	30	0.46	0.75	0.35	38	16, 13 + 3.7 ^e	6	19	8	0	10
3.1	15	0.65	0.65	0.40	30	13	6	19	5	0	6
	20	0.55	0.65	0.40	38	13	6	19	5	0	6
	25	0.54	0.65	0.35	38	13	6	19	8	0	10
	30	0.46	0.65	0.35	38	16, 13 + 3.7 ^e	7	19	8	0	10
3.2	15	0.60	0.65	0.40	30	13	6	19	6	0	7
	20	0.54	0.65	0.40	38	13	6	19	6	0	7
	25	0.51	0.65	0.40	38	16, 13 + 3.7 ^e	7	19	6	0	7
	30	0.46	0.65	0.38	38	16, 13 + 3.7 ^e	7	19	6	0	7
3.3	15	0.51	0.65	0.40	30	13	6	19	7	0	8
	20	0.45	0.65	0.40	38	13	6	19	7	0	9
	25	0.40	0.65	0.40	38	16, 13 + 3.7 ^e	7	19	7	0	9

	30	0.40	0.65	0.40	38	19, 13 + 8.1 ^e	9	19	7	0	9
3.4	15	0.45	0.60	NR	38	13	6	19	8	5, 2 ft	11
	20	0.37	0.60	NR	38	13	6	19	8	6, 2 ft	13
	25	0.37	0.60	NR	38	19, 13 + 8.1 ^e	9	19	8	6, 2 ft	13
	30	0.37	0.60	NR	38	19, 13 + 8.1 ^e	9	30	8	6, 2 ft	13
4	15	0.45	0.60	NR	38	13	8	19	8	5, 2 ft	11
	20	0.37	0.60	NR	38	13	8	19	9	6, 2 ft	13
	25	0.37	0.60	NR	38	19, 13 + 8.1 ^e	10	19	9	6, 2 ft	13
	30	0.37	0.60	NR	38	19, 13 + 8.1 ^e	10	30	9	6, 2 ft	13

For SI: 1 foot = 304.8 mm.

- R*-values are minimums. *U*-factors and SHGC are maximums. R-19 shall be permitted to be compressed into a 2 x 6 cavity.
- The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
- R-5 shall be added to the required slab edge *R*-values for heated slabs.
- The total *R*-value may be achieved with a combination of cavity insulation and insulating sheathing that covers 100% of the exterior wall.
- The wall insulation may be the sum of the two values where the first value is the cavity insulation and the second value is insulating sheathing. The combination of cavity insulation plus insulating sheathing may be used where structural sheathing covers not more than 25% of the exterior wall area and insulating sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25% of exterior wall area then the wall insulation requirement may only be satisfied with the single insulation value.

Amend TABLE 402.1.3 EQUIVALENT U-FACTORS to read as follows:

**TABLE 402.1.3
EQUIVALENT U-FACTORS^a**

CLIMATE - SUB CLIMATE ZONE	MAX GLAZED AREA TO WALL AREA RATIO	MAX GLAZED FENESTRATION U-FACTOR	MAX SKYLIGHT U-FACTOR	MAX CEILING U-FACTOR	MAX WOOD FRAME WALL U-FACTOR	MAX MASS WALL U-FACTOR	MAX FLOOR U-FACTOR	MAX BASEMENT WALL U-FACTOR	MAX CRAWL SPACE WALL U-FACTOR
2.1	15	0.75	0.75	0.039	0.082	0.124	0.047	0.360	0.136
	20	0.70	0.75	0.034	0.082	0.124	0.047	0.360	0.136
	25	0.65	0.75	0.034	0.082	0.124	0.047	0.360	0.136
	30	0.54	0.75	0.030	0.082	0.124	0.047	0.360	0.136
2.2	15	0.65	0.75	0.034	0.082	0.124	0.047	0.210	0.100
	20	0.65	0.75	0.030	0.082	0.124	0.047	0.210	0.100
	25	0.54	0.75	0.030	0.082	0.124	0.047	0.119	0.065
	30	0.46	0.75	0.030	0.071	0.124	0.047	0.119	0.065
3.1	15	0.65	0.65	0.034	0.082	0.124	0.047	0.210	0.100
	20	0.55	0.65	0.030	0.082	0.124	0.047	0.210	0.100
	25	0.54	0.65	0.030	0.082	0.124	0.047	0.119	0.065
	30	0.46	0.65	0.030	0.071	0.112	0.047	0.119	0.065
3.2	15	0.60	0.65	0.034	0.082	0.124	0.047	0.179	0.075
	20	0.54	0.65	0.030	0.082	0.124	0.047	0.179	0.075
	25	0.51	0.65	0.030	0.071	0.112	0.047	0.179	0.075
	30	0.46	0.65	0.030	0.071	0.112	0.047	0.179	0.075
3.3	15	0.51	0.65	0.034	0.082	0.124	0.047	0.149	0.061
	20	0.45	0.65	0.030	0.082	0.124	0.047	0.149	0.058
	25	0.40	0.65	0.030	0.075	0.112	0.047	0.149	0.058
	30	0.40	0.65	0.030	0.061	0.094	0.047	0.149	0.058
3.4	15	0.45	0.60	0.030	0.082	0.124	0.047	0.119	0.083
	20	0.37	0.60	0.030	0.082	0.124	0.047	0.119	0.152
	25	0.37	0.60	0.030	0.061	0.094	0.047	0.119	0.152

	30	0.37	0.60	0.030	0.061	0.094	0.033	0.119	0.152
4	15	0.45	0.60	0.030	0.082	0.102	0.047	0.119	0.083
	20	0.37	0.60	0.030	0.082	0.102	0.047	0.089	0.152
	25	0.37	0.60	0.030	0.061	0.087	0.047	0.089	0.152
	30	0.37	0.60	0.030	0.061	0.087	0.033	0.089	0.152

- a. Nonfenestration *U*-factors shall be obtained from measurement, calculation or an approved source.

Add section 402.2.11. Insulation installed in walls. to read as follows:

Section 402.2.11. Insulation installed in walls. Insulation batts installed in walls shall be totally surrounded by an enclosure on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing or other equivalent material approved by the building official.

Amend Section 402.3.2 Glazed fenestration SHGC.to read as follows:

402.3.2 Glazed fenestration SHGC. An area-weighted average of fenestration products more than 50 percent glazed shall be permitted to satisfy the SHGC requirements. In sub climate zones 2.1, 2.2, 3.1, 3.2 and 3.3 the maximum area weighted average and the maximum SHGC shall not exceed 0.40.

Amend Section 402.3.3 Glazed fenestration exemption. to read as follows:

402.3.3 Glazed fenestration exemption. Up to 1 percent of glazed fenestration per dwelling unit shall be permitted to be exempt from U-factor and SHGC requirements in Section 402.1.1.

Amend Section 402.3.5 Thermally isolated sunroom U-factor. to read as follows:

Section 402.3.5 Thermally isolated sunroom. New windows and doors separating the sunroom from conditioned space shall meet the building thermal envelope requirements.

Amend Section 402.3.6 Replacement fenestration. To read as follows:

Section 402.3.6 Replacement fenestration. Where some or all of an existing fenestration unit is replaced with a new fenestration product, including sashes and glazing, the replacement fenestration unit shall meet the applicable requirements for U-factor in Table 402.3.7.

Exceptions:

1. Replacement skylights shall have a minimum U-factor for 0.60 when installed in all sub climate zones except for 2.1.
2. For buildings constructed in accordance with an energy code as required by State of Texas Senate Bill Number 5, 77th Legislature, replacement fenestration units may comply with the original construction documents or applicable U-factor in Table 402.1.1.

Add Section 402.3.7 Prescriptive path for additions. to read as follows:

Section 402.3.7 Prescriptive path for additions. As an alternative for demonstrating compliance, additions with a conditioned floor area less than 500 square feet (46.5 square meters) to existing single-family residential buildings and structures shall meet the prescriptive envelope component criteria in Table 402.3.7 for the sub climate zone applicable to the location. The U-factor of each individual fenestration product (windows, doors and skylights) shall be used to calculate an area-weighted average fenestration product U-factor for the addition, which shall not exceed the applicable listed values in Table 402.3.7. For additions, other than sunroom additions, the total area of fenestration products shall not exceed 40 percent of the gross wall and roof area of the addition. The R-values for opaque thermal envelope components shall be equal to or greater than the applicable listed values in Table 402.3.7.

Conditioned sunroom additions shall maintain thermal isolation; shall not be used for kitchens or sleeping rooms.

In sub climate zones 2.1, 2.2, 3.1, 3.2, and 3.3 the combined solar heat gain coefficient (the area weighted average) of all glazed fenestration products used in additions and as replacement windows in accordance with this section shall not exceed 0.40.

Add Table 402.3.7 PRESCRIPTIVE ENVELOPE COMPONENT CRITERIA ADDITIONS TO AND REPLACEMENT WINDOWS FOR EXISTING DETACHED ONE-AND TWO-FAMILY DWELLINGS to read as follows:

**Table 402.3.7 PRESCRIPTIVE ENVELOPE COMPONENT CRITERIA
ADDITIONS TO AND REPLACEMENT WINDOWS FOR EXISTING DETACHED
ONE- AND TWO-FAMILY DWELLINGS^d**

SUB CLIMATE ZONES	MAXIMUM	MINIMUM					
	Fenestration U-factor	Ceiling R-value ^{a, e}	Wall R-value ^e	Floor R-value	Basement wall R-value ^b	Slab perimeter R-value	Crawl space wall R-value
2.1	0.75	R-26	R-13	R-11	R-5	R-0	R-5
2.2, 3.1, 3.2, 3.3 and 3.4	0.50	R-30	R-13	R-19	R-8	R-0	R-10
4	0.50	R-38	R-13	R-21	R-10	R-0	R-19

- a. "Ceiling R-value" shall be required for flat or inclined (cathedral) ceilings. Floors over outside air shall meet "Ceiling R-value" requirements.
- b. Basement wall insulation to be installed in accordance with Section 402.2.6.
- c. "Crawl space wall R-value" shall apply to unventilated crawl spaces only. Crawl space insulation shall be installed in accordance with Section 402.2.8.
- d. Sunroom additions shall be required to have a maximum fenestration U-factor of 0.5. in all sub climate zones except sub climate zone 2.1. In all sub climate zones, the minimum ceiling R-value for sunroom additions shall be R-19 and the minimum wall R-value shall be R-13.

Amend the Exception No. 2 to Section 403.2.1 Insulation to read as follows:

Section 403.2.1. Insulation. Supply and return ducts shall be insulated to a minimum of R-8. Ducts in floor trusses shall be insulated to a minimum of R-6.

Exceptions:

1. Ducts or portions thereof located completely inside the building thermal envelope.
2. Supply and return ducts can be insulated to a minimum R-6, if the efficiency of the cooling equipment is upgraded to one SEER point above the NAECA (National Appliance Energy Conservation Act) Standard.

Add Section 501.3 Compliance software tools. to read as follows:

Section 501.3. Compliance software tools. Software tools used to demonstrate energy code compliance that are deemed acceptable by the building official may only utilize the energy chapter of the 2006 International Energy Conservation Code or the 2004 Edition of the AHSAE 90.1 Energy Standard for the Buildings Except Low-rise Residential Buildings when code edition and/or standard selection is available.

Amend Section 505.2.1 Interior Lighting Controls. to read as follows:

505.2.1 Interior lighting controls. Each area enclosed by walls or floor-to-ceiling partitions shall have at least one manual control for the lighting serving that area. The required controls shall be

located within the area served by the controls or be a remote switch that identifies the lights served and their status. Each control device shall control a maximum of 2,500 square feet (232.26 square meters) of floor area for a space 10,000 square feet (929.03 square meters) or less and a maximum of 10,000 square feet (929.03 square meters) for a space greater than 10,000 square feet (929.03 square meters).

SECTION 2. All other ordinances and parts of ordinances in conflict with this ordinance shall be, and the same is hereby repealed, but the repeal of such ordinances or parts of ordinances shall not affect any right, property or claim which was or is vested in the Town of Addison, Texas, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this ordinance shall take effect; nor shall said repeals, amendments or changes effect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this ordinance shall take effect under any of the ordinances or sections thereof so repealed.

SECTION 3. In the event that any section, paragraph, subdivision, clause, phrase, or provision of this ordinance or the International Building Code, 2006 Edition, or the International Energy Conservation Code, 2006 Edition or revisions thereof, adopted herein shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance or the International Building Code, 2006 Edition, or the International Energy Conservation Code, 2006 Edition or revisions thereof as a whole or any part of provision other than the part so decided to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars (\$500.00) and each and every day that the prohibited condition remains shall constitute a separate offense.

SECTION 5. That this ordinance shall become effective from and after its adoption.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,
this the _____ day of _____, 2008.

MAYOR

ATTEST:

CITY SECRETARY

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 18 Article II, OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS, TO PROVIDE MINIMUM STANDARDS TO SAFEGUARD LIFE OR LIMB, PROPERTY, AND PUBLIC WELFARE BY REGULATING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, USE AND OCCUPANCY, LOCATION AND MAINTENANCE OF BUILDINGS AND STRUCTURES. PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

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

SECTION 1. That the Code of Ordinances of the Town of Addison be amended by deleting Sec. 18-51.1, adding Sec. 18-55.1, Sec. 18-55.2, Sec. 18-63.1.1, Sec. 18-63.5 and Sec.18-67.1 and changing Sec.18-31, Sec.18-58, Sec.18-63, Sec. 18-63.1 Sec.18-67, Sec.18-68, Sec.18-69, Sec.18-70, Sec.18-72, Sec. 18-73 and Sec. 18-79 to read as follows:

BUILDING CODE
DIVISION 1. GENERALLY

Sec. 18-31. Adopted.

For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials used, use and occupancy, location and maintenance of all buildings and structures within the city and certain equipment specifically regulated herein, the International Building Code, 2006 Edition, the and the International Energy Conservation Code, 2006 Edition, (copies of which, authenticated by the signature of the mayor and the city secretary, and made a public record by ordinance, is on file in the city secretary's office), are hereby adopted as the building code of the city as fully as if copied at length in this article, but with the changes therein and additions thereto to provided in this article. Also, adopted are Appendices E, F, G, I and J of the 2006 Edition of the International Building Code.

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

Sec. 18-55.1 High Rise Buildings.

The International Building Code is amended by adding a definition to Section 202 to read as follows:

HIGH RISE BUILDING. A building having any floor for human occupancy located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

Sec. 18-55.2 Applicability.

The International Building Code is amended by changing 75 feet to read 55 feet and 22 860 mm to read 16 764 mm in the first paragraph of Section 403.1.

Sec. 18-58. Table 602.

The International Building code is amended by changing footnote b in Table 602 to read as follows:

b. For special requirements for Group U see section 406.1.2. Group R-3 and Group U when used as accessory to Group R-3, as applicable in 101.2 shall not be required to have a fire resistive rating where fire separation distance is three feet or more. Group R-2 and Group U carport, as applicable in 406.1.4 item 4 shall not be required to have a fire resistance rating where the fire separation is 10 feet or more.

Sec. 18-63. Automatic fire-extinguishing systems.

The International Building Code is amended by changing Section 903.2 to read as follows:

903.2 Sprinklers required. An approved automatic fire sprinkler system shall be installed as follows:

- (1) In all buildings of any area, size or occupancy built or added to after December 8, 1992. In the case of an addition to an existing structure or space an approved automatic fire sprinkler system shall be installed in the addition and the existing building or space. Unless otherwise required in the code, the following exceptions apply:

Exception 1: Detached Group U occupancies that do not exceed 500 square feet in area and are located six feet from any other building.

Exception 2: Open parking garages of noncombustible

construction that have no other types of occupancies located above the garage.

Exception 3: Existing, unsprinklered, single family detached dwellings which are added for the purpose of increasing livable area.

Exception 4: Covered walkways or open canopies above fuel dispensing pumps, bus stops or other similar structures intended only for the temporary protection of persons from inclement weather but not including covered patios attached to buildings.

Exception 5: Group S-2 occupancies used only for the storage or parking of aircraft. (NOTE: Aircraft hangars are subject to the provisions of NFPA 409.)

- (2) In any existing building or space, remodeled or reconstructed after the effective date of this ordinance where work performed exceeds 33% of both the square footage and or the dollar value of the building or space.
- (3) In the attic of any building required by this section to have a fire sprinkler system, except the attics of single family detached dwellings.
- (4) In the occupancies and location as set forth in this section.

For provisions on special hazards and hazardous materials, see the fire code.

Sec. 18-63.1 NFPA 13 Sprinkler systems.

The International Building Code is amended by changing Section 903.3.1.1 to read as follows:

903.3.1.1 NFPA sprinkler systems. Where the provisions of this ordinance require that a building or portion thereof be equipped with an automatic fire sprinkler system, sprinklers shall be installed in accordance with NFPA-13, or other standards as appropriate for the occupancy type and, in addition, sprinkler coverage shall include any area, regardless of size or use, that contains an energy source except as provided in Sections 903.3.1.1.1 exceptions (1) & (2). Sprinkler will also be installed on covered balconies and porches.

Sec. 18-63.1.1 Group A-2.

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

The International Building Code is amended by changing Section 903.2.1.2 1. to read as follows:

1. The fire area exceeds 1500 square feet.

Sec. 18-63.5 High-rise buildings.

The International Building Code is amended by changing 75 feet to read 55 feet and 22 860 mm to read 16 764 mm in Section 907.2.12 and Section 907.8.2.

Sec. 18-67. Corridor Construction.

The International Building Code is amended by adding Exception 5 to Section 1017.1 to read as follows:

5. Non rated construction within a single tenant space in the following circumstances:

- (i) Smoke detectors are installed along the path of travel per manufacturer's instructions, but in no case more than sixty (60) feet.
- (ii) The actuation of the smoke detectors provides an alarm audible within the space.
- (iii) The smoke alarms are connected to the building's fire alarm system where such a system is provided.

Sec. 18-67.1 Smokeproof enclosures.

The International Building Code is amended by changing 75 feet to read 55 feet and 22 860 mm to read 16 674 mm in Section 1020.1.7.

Sec. 18-68. Design.

The International Building Code is amended by adding an exception to Section 1102.2 to read as follows:

Exception: Buildings regulated under State Law and built in accordance with State certified plans, including any differences and variances or waivers granted by the State, shall be deemed in compliance with the requirements of this chapter.

Sec. 18-69. Unisex toilet and bathing rooms.

The International Building Code is amended by changing the first sentence in Section 1109.2.1 to read as follows:

In assembly and mercantile occupancies, an accessible unisex toilet room shall be provided where an aggregate of six or more male or female water closets is required.

Sec. 18-70. Wood supporting masonry or concrete.

The International Building Code is amended by changing the exception in Section 2304.12 to read Exception 1 and adding Exception 2 to read as follows:

Exceptions:

1. Horizontal wood members supporting masonry or concrete nonstructural floor or roof surfacing not more than 4 inches (102 mm) thick need not be checked for long term loading.
2. When designed by an engineer licensed by the State of Texas to provide such services.

Sec. 18-72. Exterior insulation and finish systems (EIFS).

The International Building Code is amended by adding Section 1403.7 to read as follows:

1403.7 Exterior insulation and finish systems (EIFS). When these systems are used, the following requirements shall be complied with:

1. Plans submitted for permit shall specifically identify the EIFS assembly.
2. Only systems with an International Code Council (ICC) Evaluation Report will be allowed, and before the start of installation of the EIFS assembly, the holder of a building permit must submit for approval the International Code Council Evaluation Report on the specific system to be used.
3. The applicator to install the EIFS assembly must be approved by the manufacturer and must submit documentation to that effect before beginning work.
4. The architect or a special inspector must supervise and oversee the installation of EIFS assemblies.
5. Upon completion of the project, the architect and applicator must submit all pertinent documentation called for in the ICC report and the manufacturer's recommendations for EIFS.

6. EIFS from six (6) feet and down on any building and where accessible to pedestrian and vehicular traffic shall be a "high impact" system.
7. EIFS assemblies shall not be used where the protection of openings is required.

Sec. 18-73. Minimum number of fixtures.

The International Building code is amended by changing Section 2902.1 to read as follows:

2902.1 Minimum number of fixtures. Plumbing fixtures shall be provided for the type of occupancy and in the minimum number as follows:

1. Assembly occupancies: At least one drinking fountain shall be provided at each floor level in an approved location.

Exception: A drinking fountain need not be provided in a drinking or dining establishment.

2. Groups A, B, F, H, I, M and S occupancies: Buildings or portions thereof where persons are employed shall be provided with at least one water closet for each sex except as provided for in Subsection 2902.2.

3. Group E Occupancies: Shall be provided with fixtures as shown in Table 2902.1.

4. Group R Occupancies: Shall be provided with fixtures as shown in Table 2902.1.

It is recommended but not required that the minimum number of fixtures provided also comply with the number shown in Table 2902.1. Types of occupancies not shown in Table 2902.1 shall be considered individually by the code official. The number of occupants shall be determined by this code. Occupancy classification shall be determined in accordance with Chapter 3.

Sec. 18-79. Amendments to the International Energy Conservation Code.

The International Energy Conservation Code is amended to read as follows:

Amend Section 101.4.2 Historic Buildings to read as follows:

101.4.2 Historic Buildings. Any building or structure that is listed in the State or National Register of Historic Places;

designated as a historic property under local or state designation law or survey; certified as a contributing resource with a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed on the National or State Registers of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, shall comply with all the provisions of this code.

Exception: Whenever a provision or provisions shall invalidate or jeopardize the historical designation or listing, that provision or provisions may be exempted.

Amend Section 103.1.1 Above code programs to read as follows:

103.1.1 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

Amend SECTION 202 GENERAL DEFINITIONS by adding the following definition:

GLAZING AREA. Total area of the glazed fenestration measured using the rough opening and including sash, curbing or other framing elements that enclose the conditioned space. Glazing area includes the area of the glazed fenestration assemblies in walls bounding conditioned basements. For doors where daylight opening is less than 50 percent of the door area, that glazing area is the daylight opening area. For all other doors, the glazing area is the rough opening area for the door including the door and the frame.

Amend Section 301.1 to read as follows:

301.1 General. Climate zones from Figure 301.1, Figure 301.2, Table 301.1(1), Table 301.2(1), or Table 301.3(3) shall be used in determining the applicable requirements from Chapters 4&5. Locations not in Table 301.1 (outside the US) shall be assigned climate zone based on Section 301.3.

Amend the code by inserting FIGURE 301.2-TEXAS CLIMATE ZONES immediately following Figure 301.1:

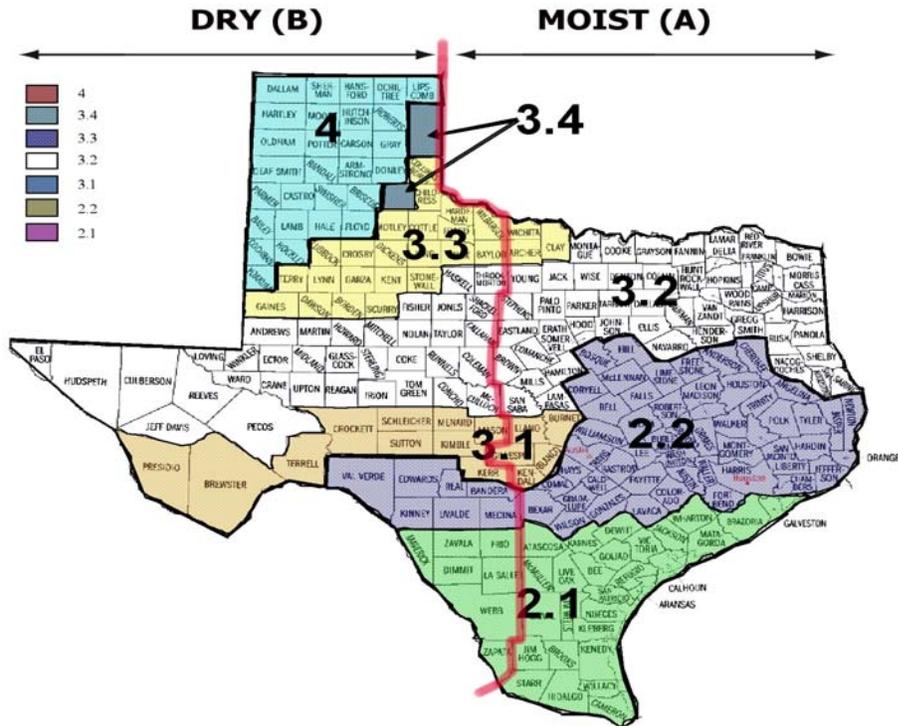


FIGURE 301.2: TEXAS CLIMATE ZONES

Amend TABLE 301.1 CLIMATE ZONES BY STATE, COUNTY AND TERRITORIES by deleting references to Texas and add TABLE 301.1(1) CLIMATE ZONES AND SUB CLIMATE ZONES FOR TEXAS:

TABLE 301.1(1) CLIMATE ZONES AND SUB CLIMATE ZONES FOR TEXAS

Zone 2							
ANDERSON	2.2	DE WITT	2.1	JIM HOGG	2.1	ORANGE	2.2
ANGELINA	2.2	DIMMIT	2.1	JIM WELLS	2.1	POLK	2.2
ARANSAS	2.1	DUVAL	2.1	KARNES	2.1	REAL	2.2
ATASCOSA	2.1	EDWARDS	2.2	KENEDY	2.1	REFUGIO	2.1
AUSTIN	2.2	FALLS	2.2	KINNEY	2.2	ROBERTSON	2.2
BANDERA	2.2	FAYETTE	2.2	KLEBERG	2.1	SAN JACINTO	2.2
BASTROP	2.2	FORT BEND	2.2	LA SALLE	2.1	SAN PATRICIO	2.1
BEE	2.1	FREESTONE	2.2	LAVACA	2.2	STARR	2.1
BELL	2.2	FRIESTONE	2.1	LEE	2.2	TRAVIS	2.2
BEXAR	2.2	GALVESTON	2.1	LEON	2.2	TRINITY	2.2
BOSQUE	2.2	GOLIAD	2.1	LIBERTY	2.2	TYLER	2.2
BRAZORIA	2.1	GONZALES	2.2	LIMESTONE	2.2	UVALDE	2.2
BRAZOS	2.2	GRIMES	2.2	LIVE OAK	2.1	VAL VERDE	2.2
BROOKS	2.1	GUADALUPE	2.2	MADISON	2.2	VICTORIA	2.1
BURLESON	2.2	HARDIN	2.2	MATAGORDA	2.1	WALKER	2.2

CALDWELL	2.2	HARRIS	2.2	MAVERICK	2.1	WALLER	2.2
CALHOUN	2.1	HAYS	2.2	MCLENNAN	2.2	WASHINGTON	2.2
CAMERON	2.1	HIDALGO	2.1	MCMULLEN	2.1	WEBB	2.1
CHAMBERS	2.2	HILL	2.2	MEDINA	2.2	WHARTON	2.1
CHEROKEE	2.2	HOUSTON	2.2	MILAM	2.2	WILLACY	2.1
COLORADO	2.2	JACKSON	2.1	MONTGOMERY	2.2	WILLIAMSON	2.2
COMAL	2.2	JASPER	2.2	NEWTON	2.2	WILSON	2.2
CORYELL	2.2	JEFFERSON	2.2	NUECES	2.1	ZAPATA	2.1

Zone 3

ANDREWS	3.2	EL PASO	3.2	KERR	3.1	ROCKWALL	3.2
ARCHER	3.3	ELLIS	3.2	KIMBLE	3.1	RUNNELS	3.2
BAYLOR	3.3	ERATH	3.2	KING	3.3	RUSK	3.2
BLANCO	3.1	FANNIN	3.2	KNOX	3.3	SABINE	3.2
BORDEN	3.3	FISHER	3.2	LAMAR	3.2	SAN AUGUSTINE	3.2
BOWIE	3.2	FOARD	3.3	LAMPASAS	3.2	SAN SABA	3.2
BREWSTER	3.1	FRANKLIN	3.2	LLANO	3.1	SCHLEICHER	3.1
BROWN	3.2	GAINES	3.3	LOVING	3.2	SCURRY	3.3
BURNET	3.1	GARZA	3.3	LUBBOCK	3.3	SHACKELFORD	3.2
CALLAHAN	3.2	GILLESPIE	3.1	LYNN	3.3	SHELBY	3.2
CAMP	3.2	GLASSCOCK	3.2	MARION	3.2	SMITH	3.2
CASS	3.2	GRAYSON	3.2	MARTIN	3.2	SOMERVELL	3.2
CHILDRESS	3.3	GREGG	3.2	MASON	3.1	STEPHENS	3.2
CLAY	3.3	HALL	3.4	MCCULLOCH	3.2	STERLING	3.2
COKE	3.2	HAMILTON	3.2	MENARD	3.1	STONEWALL	3.3
COLEMAN	3.2	HARDEMAN	3.3	MIDLAND	3.2	SUTTON	3.1
COLLIN	3.2	HARRISON	3.2	MILLS	3.2	TARRANT	3.2
COLLINGSWORTH	3.3	HASKELL	3.2	MITCHELL	3.2	TAYLOR	3.2
COMANCHE	3.2	HEMPHILL	3.4	MONTAGUE	3.2	TERRELL	3.1
CONCHO	3.2	HENDERSON	3.2	MORRIS	3.2	TERRY	3.3
COOKE	3.2	HOOD	3.2	MOTLEY	3.3	THROCKMORTON	3.2
COTTLE	3.3	HOPKINS	3.2	NACOGDOCHES	3.2	TITUS	3.2
CRANE	3.2	HOWARD	3.2	NAVARRO	3.2	TOM GREEN	3.2
CROCKETT	3.1	HUDSPETH	3.2	NOLAN	3.2	UPSHUR	3.2
CROSBY	3.3	HUNT	3.2	PALO PINTO	3.2	UPTON	3.2
CULBERSON	3.2	IRION	3.2	PANOLA	3.2	VAN ZANDT	3.2
DALLAS	3.2	JACK	3.2	PARKER	3.2	WARD	3.2
DAWSON	3.3	JEFF DAVIS	3.2	PECOS	3.2	WHEELER	3.4
DELTA	3.2	JOHNSON	3.2	PRESIDIO	3.1	WICHITA	3.3
DENTON	3.2	JONES	3.2	RAINS	3.2	WILBARGER	3.3
DICKENS	3.3	KAUFMAN	3.2	REAGAN	3.2	WINKLER	3.2
EASTLAND	3.2	KENDALL	3.1	RED RIVER	3.2	WISE	3.2
ECTOR	3.2	KENT	3.3	REEVES	3.2	WOOD	3.2
						YOUNG	3.2

Zone 4

ARMSTRONG	DEAF SMITH	HOCKLEY	PARMER
BAILEY	DONLEY	HUTCHINSON	POTTER
BRISCOE	FLOYD	LAMB	RANDALL
CARSON	GRAY	LIPSCOMB	ROBERTS
CASTRO	HALE	MOORE	SHERMAN
COCHRAN	HANSFORD	OCHILTREE	SWISHER
DALLAM	HARTLEY	OLDHAM	YOAKUM

Amend TABLE 301.2 WARM HUMID COUNTIES AND TERRITORIES by deleting the references to Texas and add TABLE 301.2(1) WARM HUMID COUNTIES FOR TEXAS:

TABLE 301.2(1) WARM HUMID COUNTIES FOR TEXAS

ANDERSON	2.2	DUVAL	2.1	KAUFMAN	3.2	RED RIVER	3.2
ANGELINA	2.2	EDWARDS	2.2	KENDALL	3.1	REAL	2.2
ARANSAS	2.1	ELLIS	3.2	KENEDY	2.1	REFUGIO	2.1
ATASCOSA	2.1	ERATH	3.2	KINNEY	2.2	ROBERTSON	2.2
AUSTIN	2.2	FALLS	2.2	KLEBERG	2.1	ROCKWALL	3.2
BANDERA	2.2	FAYETTE	2.2	LA SALLE	2.1	RUSK	3.2
BASTROP	2.2	FORT BEND	2.2	LAMAR	3.2	SABINE	3.2
BEE	2.1	FRANKLIN	3.2	LAMPASAS	3.2	SAN AUGUSTINE	3.2
BELL	2.2	FREESTONE	2.2	LAVACA	2.2	SAN JACINTO	2.2
BEXAR	2.2	FRIO	2.1	LEE	2.2	SAN PATRICIO	2.1
BLANCO	3.1	GALVESTON	2.1	LEON	2.2	SAN SABA	3.2
BOSQUE	2.2	GILLESPIE	3.1	LLANO	3.1	SHELBY	3.2
BOWIE	3.2	GOLIAD	2.1	LIBERTY	2.2	SMITH	3.2
BRAZORIA	2.1	GONZALES	2.2	LIMESTONE	2.2	STARR	2.1
BROWN	3.2	GREGG	3.2	LIVE OAK	2.1	SOMMERVELL	3.2
BRAZOS	2.2	GRIMES	2.2	MADISON	2.2	TARRANT	3.2
BROOKS	2.1	GUADALUPE	2.2	MARION	3.2	TITUS	3.2
BURLESON	2.2	HAMILTON	3.2	MATAGORDA	2.1	TRAVIS	2.2
BURNET	3.1	HARDIN	2.2	MAVERICK	2.1	TRINITY	2.2
CALDWELL	2.2	HARRIS	2.2	MCLENNAN	2.2	TYLER	2.2
CALHOUN	2.1	HARRISON	3.2	MCMULLEN	2.1	UPSHUR	3.2
CAMERON	2.1	HAYS	2.2	MEDINA	2.2	UVALDE	2.2
CHAMBERS	2.2	HENDERSON	3.2	MILAM	2.2	VAL VERDE	2.2
CAMP	3.2	HIDALGO	2.1	MILLS	3.2	VAN ZANDT	3.2
CASS	3.2	HOOD	3.2	MONTGOMERY	2.2	VICTORIA	2.1
CHEROKEE	2.2	HOPKINS	3.2	MORRIS	3.2	WALKER	2.2
COLLIN	3.2	HILL	2.2	NACOGDOCHES	3.2	WALLER	2.2
COLORADO	2.2	HOUSTON	2.2	NAVARRO	3.2	WASHINGTON	2.2
COMAL	2.2	HUNT	3.2	NEWTON	2.2	WEBB	2.1
COMANCHE	3.2	JACKSON	2.1	NUECES	2.1	WHARTON	2.1
CORYELL	2.2	JASPER	2.2	ORANGE	2.2	WILLACY	2.1
DALLAS	3.2	JEFFERSON	2.2	PALO PINTO	3.2	WILLIAMSON	2.2
DELTA	3.2	JIM HOGG	2.1	PANOLA	3.2	WILSON	2.2
DENTON	3.2	JIM WELLS	2.1	PARKER	3.2	WOOD	3.2
DE WITT	2.1	JOHNSON	3.2	POLK	2.2	ZAPATA	2.1
DIMMIT	2.1	KARNES	2.1	RAINS	3.2	ZAVALA	2.1

Add Section 401.2.1. Compliance software tools. to read as follows:

401.2.1. Compliance software tools. Software tools may be used to demonstrate energy code compliance that and deemed acceptable by the building official. The PNL program REScheck is not acceptable for residential compliance.

Amend Section 402.1.1 Insulation and fenestration criteria; to read

as follows:

402.1.1 Insulation and fenestration criteria. The building thermal envelope shall meet the requirements of Table 402.1.1 based on the climate zone specified in Chapter 3. The use of REScheck shall not be an acceptable means of demonstrating envelope compliance.

When compliance using Table 402.1.1 is demonstrated with a ceiling R-value of R30 or less, no more that 33% of the total projected ceiling area may be of cathedral type construction (ceiling joist/roof rafter assembly) and the required insulation R-value may be reduced to a minimum of R22 insulation when the remaining area insulation is increased to R38.

Amend TABLE 402.1.1 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT to read as follows:

TABLE 402.1.1

INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT (TEXAS)^a

CLIMATE - SUB CLIMATE ZONE	MAX GLAZED AREA TO WALL AREA RATIO	MAX GLAZED FENESTRATION U-FACTOR	MAX SKYLIGHT U-FACTOR ^b	MAX GLAZED FENESTRATION SHGC	MIN CEILING R-VALUE	MIN WOOD FRAME WALL R-VALUE ^d	MASS WALL R-VALUE	MIN FLOOR R-VALUE	MIN BASEMENT WALL R-VALUE	MIN SLAB R-VALUE & DEPTH ^e	MIN CRAWL SPACE WALL R-VALUE
2.1	15	0.75	0.75	0.38	19	13	6	19	0	0	5
	20	0.70	0.75	0.38	30	13	6	19	0	0	5
	25	0.65	0.75	0.35	30	13	6	19	0	0	5
	30	0.54	0.75	0.35	38	13	6	19	0	0	5
2.2	15	0.65	0.75	0.38	30	13	6	19	5	0	6
	20	0.65	0.75	0.38	38	13	6	19	6	0	6
	25	0.54	0.75	0.35	38	13	6	19	8	0	10
	30	0.46	0.75	0.35	38	16, 13 + 3.7 ^e	6	19	8	0	10
3.1	15	0.65	0.65	0.40	30	13	6	19	5	0	6
	20	0.55	0.65	0.40	38	13	6	19	5	0	6
	25	0.54	0.65	0.35	38	13	6	19	8	0	10
	30	0.46	0.65	0.35	38	16, 13 + 3.7 ^e	7	19	8	0	10
3.2	15	0.60	0.65	0.40	30	13	6	19	6	0	7
	20	0.54	0.65	0.40	38	13	6	19	6	0	7
	25	0.51	0.65	0.40	38	16, 13 + 3.7 ^e	7	19	6	0	7
	30	0.46	0.65	0.38	38	16, 13 + 3.7 ^e	7	19	6	0	7
3.3	15	0.51	0.65	0.40	30	13	6	19	7	0	8
	20	0.45	0.65	0.40	38	13	6	19	7	0	9
	25	0.40	0.65	0.40	38	16, 13 + 3.7 ^e	7	19	7	0	9
	30	0.40	0.65	0.40	38	19, 13 + 8.1 ^e	9	19	7	0	9
3.4	15	0.45	0.60	NR	38	13	6	19	8	5, 2 ft	11
	20	0.37	0.60	NR	38	13	6	19	8	6, 2 ft	13
	25	0.37	0.60	NR	38	19, 13 + 8.1 ^e	9	19	8	6, 2 ft	13
	30	0.37	0.60	NR	38	19, 13 + 8.1 ^e	9	30	8	6, 2 ft	13

4	15	0.45	0.60	NR	38	13	8	19	8	5, 2 ft	11
	20	0.37	0.60	NR	38	13	8	19	9	6, 2 ft	13
	25	0.37	0.60	NR	38	19, 13 + 8.1 ^e	10	19	9	6, 2 ft	13
	30	0.37	0.60	NR	38	19, 13 + 8.1 ^e	10	30	9	6, 2 ft	13

For SI: 1 foot = 304.8 mm.

- R*-values are minimums. *U*-factors and SHGC are maximums. R-19 shall be permitted to be compressed into a 2 x 6 cavity.
- The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
- R-5 shall be added to the required slab edge *R*-values for heated slabs.
- The total *R*-value may be achieved with a combination of cavity insulation and insulating sheathing that covers 100% of the exterior wall.
- The wall insulation may be the sum of the two values where the first value is the cavity insulation and the second value is insulating sheathing. The combination of cavity insulation plus insulating sheathing may be used where structural sheathing covers not more than 25% of the exterior wall area and insulating sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25% of exterior wall area then the wall insulation requirement may only be satisfied with the single insulation value.

Amend TABLE 402.1.3 EQUIVALENT U-FACTORS to read as follows:

**TABLE 402.1.3
EQUIVALENT U-FACTORS^a**

CLIMATE - SUB CLIMATE ZONE	MAX GLAZED AREA TO WALL AREA RATIO	MAX GLAZED FENESTRATION U-FACTOR	MAX SKYLIGHT U-FACTOR	MAX CEILING U-FACTOR	MAX WOOD FRAME WALL U-FACTOR	MAX MASS WALL U-FACTOR	MAX FLOOR U-FACTOR	MAX BASEMENT WALL U-FACTOR	MAX CRAWL SPACE WALL U-FACTOR
2.1	15	0.75	0.75	0.039	0.082	0.124	0.047	0.360	0.136
	20	0.70	0.75	0.034	0.082	0.124	0.047	0.360	0.136
	25	0.65	0.75	0.034	0.082	0.124	0.047	0.360	0.136
	30	0.54	0.75	0.030	0.082	0.124	0.047	0.360	0.136
2.2	15	0.65	0.75	0.034	0.082	0.124	0.047	0.210	0.100
	20	0.65	0.75	0.030	0.082	0.124	0.047	0.210	0.100
	25	0.54	0.75	0.030	0.082	0.124	0.047	0.119	0.065
	30	0.46	0.75	0.030	0.071	0.124	0.047	0.119	0.065
3.1	15	0.65	0.65	0.034	0.082	0.124	0.047	0.210	0.100
	20	0.55	0.65	0.030	0.082	0.124	0.047	0.210	0.100
	25	0.54	0.65	0.030	0.082	0.124	0.047	0.119	0.065
	30	0.46	0.65	0.030	0.071	0.112	0.047	0.119	0.065
3.2	15	0.60	0.65	0.034	0.082	0.124	0.047	0.179	0.075
	20	0.54	0.65	0.030	0.082	0.124	0.047	0.179	0.075
	25	0.51	0.65	0.030	0.071	0.112	0.047	0.179	0.075
	30	0.46	0.65	0.030	0.071	0.112	0.047	0.179	0.075
3.3	15	0.51	0.65	0.034	0.082	0.124	0.047	0.149	0.061
	20	0.45	0.65	0.030	0.082	0.124	0.047	0.149	0.058
	25	0.40	0.65	0.030	0.075	0.112	0.047	0.149	0.058
	30	0.40	0.65	0.030	0.061	0.094	0.047	0.149	0.058
3.4	15	0.45	0.60	0.030	0.082	0.124	0.047	0.119	0.083
	20	0.37	0.60	0.030	0.082	0.124	0.047	0.119	0.152
	25	0.37	0.60	0.030	0.061	0.094	0.047	0.119	0.152
	30	0.37	0.60	0.030	0.061	0.094	0.033	0.119	0.152
4	15	0.45	0.60	0.030	0.082	0.102	0.047	0.119	0.083
	20	0.37	0.60	0.030	0.082	0.102	0.047	0.089	0.152
	25	0.37	0.60	0.030	0.061	0.087	0.047	0.089	0.152

	30	0.37	0.60	0.030	0.061	0.087	0.033	0.089	0.152
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a. Nonfenestration *U*-factors shall be obtained from measurement, calculation or an approved source.

Add section 402.2.11. Insulation installed in walls. to read as follows:

Section 402.2.11. Insulation installed in walls. Insulation batts installed in walls shall be totally surrounded by an enclosure on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing or other equivalent material approved by the building official.

Amend Section 402.3.2 Glazed fenestration SHGC.to read as follows:

402.3.2 Glazed fenestration SHGC. An area-weighted average of fenestration products more than 50 percent glazed shall be permitted to satisfy the SHGC requirements. In sub climate zones 2.1, 2.2, 3.1, 3.2 and 3.3 the maximum area weighted average and the maximum SHGC shall not exceed 0.40.

Amend Section 402.3.3 Glazed fenestration exemption. to read as follows:

402.3.3 Glazed fenestration exemption. Up to 1 percent of glazed fenestration per dwelling unit shall be permitted to be exempt from *U*-factor and SHGC requirements in Section 402.1.

Amend Section 402.3.5 Thermally isolated sunroom *U*-factor. To read as follows:

Section 402.3.5 Thermally isolated sunroom. New windows an doors separating the sunroom from conditioned space shall meet the building thermal envelope requirements.

Amend Section 402.3.6 Replacement fenestration. To read as follows:

Section 402.3.6 Replacement fenestration. Where some or all of an existing fenestration unit is replaced with a new fenestration product, including sashes and glazing, the replacement fenestration unit shall meet the applicable requirements for *U*-factor in Table 402.3.7.

Exceptions:

1. Replacement skylights shall have a minimum *U*-factor for 0.60 when installed in all sub climate zones except for 2.1.
2. For buildings constructed in accordance with an energy code as required by State of Texas Senate Bill Number 5, 77th

Legislature, replacement fenestration units may comply with the original construction documents or applicable U-factor in Table 402.1.1.

Add Section 402.3.7 Prescriptive path for additions. to read as follows:

Section 402.3.7 Prescriptive path for additions. As an alternative for demonstrating compliance, additions with a conditioned floor area less than 500 square feet (46.5 mm) to existing single-family residential buildings and structures shall meet the prescriptive envelope component criteria in Table 402.3.7 for the sub climate zone applicable to the location. The U-factor of each individual fenestration product (windows, doors and skylights) shall be used to calculate an area-weighted average fenestration product U-factor for the addition, which shall not exceed the applicable listed values in Table 402.3.7. For additions, other than sunroom additions, the total area of fenestration products shall not exceed 40 percent of the gross wall and roof area of the addition. The R-values for opaque thermal envelope components shall be equal to or greater than the applicable listed values in Table 402.3.7.

Conditioned sunroom additions shall maintain thermal isolation; shall not be used for kitchens or sleeping rooms.

In sub climate zones 2.1, 2.2, 3.1, 3.2 and 3.3 the combined solar heat gain coefficient (the area weighted average) of all glazed fenestration products used in additions and as replacement windows in accordance with this section shall not exceed 0.40.

Add Table 402.3.7 PRESCRIPTIVE ENVELOPE COMPONENT CRITERIA ADDITIONS TO AND REPLACEMENT WINDOWS FOR EXISTING DETACHED ONE-AND TWO-FAMILY DWELLINGS to read as follows:

**Table 402.3.7 PRESCRIPTIVE ENVELOPE COMPONENT CRITERIA
ADDITIONS TO AND REPLACEMENT WINDOWS FOR EXISTING DETACHED
ONE- AND TWO-FAMILY DWELLINGS^d**

SUB CLIMATE ZONES	MAXIMUM	MINIMUM					
	Fenestration U-factor	Ceiling R-value ^{a, e}	Wall R-value ^e	Floor R-value	Basement wall R-value ^b	Slab perimeter R-value	Crawl space wall R-value
2.1	0.75	R-26	R-13	R-11	R-5	R-0	R-5
2.2, 3.1, 3.2, 3.3 and 3.4	0.50	R-30	R-13	R-19	R-8	R-0	R-10
4	0.50	R-38	R-13	R-21	R-10	R-0	R-19

- a. "Ceiling R-value" shall be required for flat or inclined (cathedral) ceilings. Floors over outside air shall meet "Ceiling R-value" requirements.
- b. Basement wall insulation to be installed in accordance with Section 402.2.6.
- c. "Crawl space wall R-value" shall apply to unventilated crawl spaces only. Crawl space insulation shall be installed in accordance with Section 402.2.8.
- d. Sunroom additions shall be required to have a maximum fenestration U-factor of 0.5. in all sub climate zones except sub climate zone 2.1. In all sub climate zones, the minimum ceiling R-value for sunroom additions shall be R-19 and the minimum wall R-value shall be R-13.

Amend the Exception to Section 403.2.1 Insulation; to read as follows:

Section 403.2.1. Insulation.

Exceptions:

1. Ducts or portions thereof located completely inside the building thermal envelope.
2. Supply and return ducts can be insulated to a minimum R-6, if the efficiency of the cooling equipment is upgraded to one SEER point above the NAECA (National Appliance Energy Conservation Act) Standard.

Add Section 501.3 Compliance software tools. to read as follows:

Section 501.3. Compliance software tools. Software tools used to demonstrate energy code compliance that are deemed acceptable by the building official may only utilize the energy chapter of the 2006 International Energy Conservation Code or the 2004 Edition of the AHSRAE 90.1 Energy Standard for the Buildings Except Low-rise Residential Buildings when code edition and/or standard selection is available.

Amend Section 505.2.1 Interior Lighting Controls. to read as follows:

505.2.1 Interior lighting controls. Each area enclosed by walls or floor-to-ceiling partitions shall have at least one manual control for the lighting serving that area. The required controls shall be located within the area served by the controls or be a remote switch that identifies the lights served and their status. Each

control device shall control a maximum of 2,500 square feet (232.26 square meters) of floor area for a space 10,000 square feet (929.03 square meters) or less and a maximum of 10,000 square feet (929.03 square meters) for a space greater than 10,000 square feet (929.03 square meters)

SECTION 2. All other ordinances and parts of ordinances in conflict with this ordinance shall be, and the same is hereby repealed, but the repeal of such ordinances or parts of ordinances shall not affect any right, property or claim which was or is vested in the Town of Addison, Texas, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this ordinance shall take effect; nor shall said repeals, amendments or changes effect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this ordinance shall take effect under any of the ordinances or sections thereof so repealed.

SECTION 3. In the event that any section, paragraph, subdivision, clause, phrase, or provision of this ordinance or the International Building Code, 2006 Edition, or the International Energy Conservation Code, 2006 Edition or revisions thereof, adopted herein shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance or the International Building Code, 2006 Edition, or the International Energy Conservation Code, 2006 Edition or revisions thereof as a whole or any part of provision other than the part so decided to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars (\$500.00) and each and every day that the prohibited condition remains shall constitute a separate offense.

SECTION 5. That this ordinance shall become effective from and after its adoption.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS,
this the _____ day of _____, 2008.

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

MAYOR

ATTEST:

CITY SECRETARY

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: April 7, 2008

Subject: 2006 ICCEC

The following changes were made to the 2005 NEC ordinance:

Sec. 18-161. Adopted. Text changed to read 2006 International Code Council Electrical Code-Administrative Provisions.

Sec, 18-166. Nonmetallic-sheathed cable. Amendment to reflect requirements of the 2005 NEC.

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 18, ARTICLE IV, OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS, TO PROVIDE MINIMUM STANDARDS TO SAFEGUARD LIFE OR LIMB, PROPERTY, AND PUBLIC WELFARE BY REGULATING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, USE AND OCCUPANCY, LOCATION AND MAINTENANCE OF BUILDINGS AND STRUCTURES. PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

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

SECTION 1. That the Code of Ordinances of the Town of Addison be amended by changing Sec. 18-161 and adding Sec. 18-166 to read as follows:

ARTICLE IV. ELECTRICAL CODE

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

Sec. 18-161. Adopted.

For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of all buildings and structures within the city and certain equipment specifically regulated herein, the International Code Council ~~ICC~~ Electrical Code-Administrative Provisions, 2006 ~~2003~~ Edition (ICCEC) (a copy of which, authenticated by the signature of the mayor and the city secretary, and made a public record by ordinance, is on file in the city secretary's office), is hereby adopted as the building code of the city as fully as if copied at length in this article, but with the changes therein and additions thereto to provided in this article.

Sec. 18-166. Nonmetallic-sheathed cable.

The ICCEC is amended by deleting Section 1202.2.

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

SECTION 2. All other ordinances and parts of ordinances in conflict with this ordinance shall be, and the same is hereby repealed, but the repeal of such ordinances or parts of ordinances shall not affect any right, property or claim which was or is vested in the Town of Addison, Texas, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this ordinance shall take effect. Nor shall said repeals, amendments or changes effect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this ordinance shall take effect under any of the ordinances or sections thereof so repealed.

SECTION 3. In the event that any section, paragraph, subdivision, clause, phrase, or provision of this ordinance or the International Code Council Electrical Code, 2006 Edition, or revisions thereof, adopted herein shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance or of the International Code Council Electrical Code, 2005 Edition, or revisions thereof as a whole or any part of provision other than the part so decided to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars (\$500.00) and each and every day that the prohibited condition remains shall constitute a separate offense.

SECTION 5. That this ordinance shall become effective from and after its adoption.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the _____ day of _____, 2008.

MAYOR

ATTEST:

CITY SECRETARY

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 18, ARTICLE IV, OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS, TO PROVIDE MINIMUM STANDARDS TO SAFEGUARD LIFE OR LIMB, PROPERTY, AND PUBLIC WELFARE BY REGULATING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, USE AND OCCUPANCY, LOCATION AND MAINTENANCE OF BUILDINGS AND STRUCTURES. PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

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

SECTION 1. That the Code of Ordinances of the Town of Addison be amended by changing Sec. 18-161 and adding Sec. 18-166 to read as follows:

ARTICLE IV. ELECTRICAL CODE

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

Sec. 18-161. Adopted.

For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of all buildings and structures within the city and certain equipment specifically regulated herein, the International Code Council Electrical Code-Administrative Provisions, 2006 Edition (ICCEC) (a copy of which, authenticated by the signature of the mayor and the city secretary, and made a public record by ordinance, is on file in the city secretary's office), is hereby adopted as the building code of the city as fully as if copied at length in this article, but with the changes therein and additions thereto to provided in this article.

Sec. 18-166. Nonmetallic-sheathed cable.

The ICCEC is amended by deleting Section 1202.2.

SECTION 2. All other ordinances and parts of ordinances in conflict with this ordinance shall be, and the same is hereby repealed, but the repeal of such ordinances or parts of ordinances shall not affect any right, property or claim which was or is vested in the Town of Addison, Texas, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this ordinance shall take effect. Nor shall said repeals, amendments or changes effect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this ordinance shall take effect under any of the ordinances or sections thereof so repealed.

SECTION 3. In the event that any section, paragraph, subdivision, clause, phrase, or provision of this ordinance or the International Code Council Electrical Code, 2006 Edition, or revisions thereof, adopted herein shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance or of the International Code Council Electrical Code, 2005 Edition, or revisions thereof as a whole or any part of provision other than the part so decided to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars (\$500.00) and each and every day that the prohibited condition remains shall constitute a separate offense.

SECTION 5. That this ordinance shall become effective from and after its adoption.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the _____ day of _____, 2008.

MAYOR

ATTEST:

CITY SECRETARY

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: April 7, 2008

Subject: 2006 IMC

The following changes were made to the 2006 IMC:

Sec.18-291. Adopted. Text changed to read 2006 IMC.

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 18, ARTICLE V, OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS, TO PROVIDE MINIMUM STANDARDS TO SAFEGUARD LIFE OR LIMB, PROPERTY, AND PUBLIC WELFARE BY REGULATING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, USE AND OCCUPANCY, LOCATION AND MAINTENANCE OF BUILDINGS AND STRUCTURES. PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

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

SECTION 1. That the Code of Ordinances of the Town of Addison be amended by changing Sec. 18-291 to read as follows:

ARTICLE V. MECHANICAL CODE
DIVISION 1. GENERALLY.

Sec. 18-291. Adopted.

(a) The rules and regulations of the International Mechanical Code, ~~2003~~ 2006 Edition, are hereby adopted as the rules and regulations regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances in the city.

(b) The International Mechanical Code, ~~2003~~ 2006 Edition (a copy of which, authenticated by the signature of the mayor and the city secretary, and made a public record by ordinance, is on file in the city secretary's office), is hereby adopted as the mechanical code of the city as fully as if copied at length in this article, but with the changes therein and additions thereto provided in this article.

SECTION 2. All other ordinances and parts of ordinances in conflict with this ordinance shall be, and the same is hereby repealed, but the repeal of such ordinances or parts of ordinances shall not affect any right, property or claim which was or is

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

vested in the town of Addison, Texas, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this ordinance shall take effect; nor shall said repeals, amendments or changes effect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this ordinance shall take effect under any of the ordinances or sections thereof so repealed.

SECTION 3. In the event that any section, paragraph, subdivision, clause, phrase, or provision of this ordinance or the International Mechanical Code, 2006 Edition, or revisions thereof, adopted herein shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance or of the International Mechanical Code, 2006 Edition, or revisions thereof as a whole or any part of provision other than the part so decided to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars (\$500.00), and each and every day that the prohibited condition remains shall constitute a separate offense.

SECTION 5. That this ordinance shall become effective from and after its adoption.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the _____ day of _____, 2008.

MAYOR

ATTEST:

CITY SECRETARY

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 18, ARTICLE V, OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS, TO PROVIDE MINIMUM STANDARDS TO SAFEGUARD LIFE OR LIMB, PROPERTY, AND PUBLIC WELFARE BY REGULATING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, USE AND OCCUPANCY, LOCATION AND MAINTENANCE OF BUILDINGS AND STRUCTURES. PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

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

SECTION 1. That the Code of Ordinances of the Town of Addison be amended by changing Sec. 18-291 to read as follows:

ARTICLE V. MECHANICAL CODE
DIVISION 1. GENERALLY.

Sec. 18-291. Adopted.

(a) The rules and regulations of the International Mechanical Code, 2006 Edition, are hereby adopted as the rules and regulations regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances in the city.

(b) The International Mechanical Code, 2006 Edition (a copy of which, authenticated by the signature of the mayor and the city secretary, and made a public record by ordinance, is on file in the city secretary's office), is hereby adopted as the mechanical code of the city as fully as if copied at length in this article, but with the changes therein and additions thereto provided in this article.

SECTION 2. All other ordinances and parts of ordinances in conflict with this ordinance shall be, and the same is hereby repealed, but the repeal of such ordinances or parts of ordinances shall not affect any right, property or claim which was or is

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

vested in the town of Addison, Texas, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this ordinance shall take effect; nor shall said repeals, amendments or changes effect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this ordinance shall take effect under any of the ordinances or sections thereof so repealed.

SECTION 3. In the event that any section, paragraph, subdivision, clause, phrase, or provision of this ordinance or the International Mechanical Code, 2006 Edition, or revisions thereof, adopted herein shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance or of the International Mechanical Code, 2006 Edition, or revisions thereof as a whole or any part of provision other than the part so decided to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars (\$500.00), and each and every day that the prohibited condition remains shall constitute a separate offense.

SECTION 5. That this ordinance shall become effective from and after its adoption.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the _____ day of _____, 2008.

MAYOR

ATTEST:

CITY SECRETARY

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: April 7, 2008

Subject: 2003 IPC, IFGC, IPSDC

The following changes were made to the 2003 IPC ordinance:

Sec. 18-341. Adopted. Text was changed to read 2006 Editions.

Sec. 18-361. Generally. Reference to edition of code was removed.

Sec. 18-362. Violations penalties. Reference to edition of code was removed.

Sec. 18-363. Board of appeals. Reference to edition of code was removed.

Sec. 18-368. Partitions. Amendment recommended by NCTCOG because enforcement of privacy walls and doors, and the maintenance thereof, should not be a code issue. It is an owner courtesy issue.

Sec. 18-368.1. Inspection and testing of backflow prevention assemblies. Amendment recommended by NCTCOG to recognize TCEQ or other local testing procedures that must be adhered to. To place responsibility of testing on the owner.

Sec. 18-369. Minimum number of fixtures. Amendment recommended by NCTCOG to correspond to amended requirements of the IBC Chapter 29.

Sec. 18-369.1. Beverage dispensers. Amendment added to clarify the backflow requirement for beverage dispensers.

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 18, ARTICLE VI OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS, TO PROVIDE MINIMUM STANDARDS TO SAFEGUARD LIFE OR LIMB, PROPERTY, AND PUBLIC WELFARE BY REGULATING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, USE AND OCCUPANCY, LOCATION AND MAINTENANCE OF BUILDINGS AND STRUCTURES. PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

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

SECTION 1. That the Code of Ordinances of the Town of Addison be amended by changing Sec. 18-341, Sec. 18-361, Sec. 18-362, Sec. 18-363, Sec. 18-368 and Sec. 18-369 and adding Sec. 18-369.1 to read as follows:

ARTICLE VI. PLUMBING CODE

DIVISION 1. GENERALLY

Sec. 18-341. Adopted.

(a) The rules and regulations of the International Plumbing Code, International Fuel Gas Code, and the International Private Sewage Disposal Code, ~~2003~~ 2006 Editions, are hereby adopted as the rules and regulations and controlling the design, construction, installation, quality of materials, location, operation and maintenance of plumbing apparatus and fixtures within the city.

(b) The International Plumbing Code, International Fuel Gas Code and International Private Sewage Disposal Code, ~~2003~~ 2006 Editions (copies of which, authenticated by the signature of the mayor and the city secretary, and made a public record by ordinance, are on file in the city secretary's office) are hereby adopted as the plumbing code of the city as fully as if copied at length in this article, but with the following changes therein and additions thereto provided in this article.

Sec. 18-342 - 360. Reserved.

DIVISION 2. DELETIONS, AMENDMENTS, AND ADDITIONS

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

Sec. 18-361. Generally.

The International Plumbing Code, International Fuel Gas Code and International Private Sewage Disposal Code, ~~2003 Editions,~~ as adopted in this article, are hereby modified by the deletions, amendments and additions provided herein.

Sec. 18-362. Violation penalties.

The International Plumbing Code, International Fuel Gas Code and International Private Sewage Disposal Code, ~~2003 Editions,~~ are amended by changing subsection 108.4 to read as follows:

108.4. Violation penalties. Any person, firm or corporation violating any of the provisions of Article VI of Chapter 18 of the Addison Code shall be subject to a fine, upon conviction in the municipal court, in any sum not to exceed five hundred dollars (\$500.00), and each and every day of continuance thereof shall constitute a distinct and separate offense. The owner or owners of any building or structure failing to comply with any provisions of Article VI of Chapter 18 of the Addison Code, and the owner or owners of any premises wherein a violation of the provisions of Article VI of Chapter 18 of the Addison Code occurs, and any architect, engineer, designer, builder, contractor, agent, person, firm or corporation employed therewith and who has assisted in the commission of any such violation, shall be guilty of a separate offense.

Sec. 18-363. Board of Appeals.

The International Plumbing Code, International Fuel Gas Code and International Private Sewage Disposal Code, ~~2003 Editions,~~ are amended by changing subsection 109.2 to read as follows:

109.2. Board of Appeals.

109.2.1. General. In order to determine the suitability of alternate materials and type of construction and to provide for reasonable interpretations of the provisions of Article VI of Chapter 18 of the Addison Code, there shall be and is hereby created a board of appeals consisting of three (3) members and two (2) alternates appointed by the city council. The building official shall be an ex officio member and shall act as secretary of the board. The board of appeals shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing. The powers of the board of appeals shall be as follows:

(1) To hear appeals from decisions of the building official.

(2) To hear requests for the use of a material or method of construction not prescribed by the code and to authorize the use when, in the board's judgment, the material or method of construction is at least equivalent to that prescribed and

(3) To hear complaints from the building official arising against any person, firm, or corporation licensed by the town to perform plumbing work and shall have the power, after hearing, to revoke or suspend said license for the following reasons:

- a. Chronic violation of Article VI of Chapter 18 of the Addison Code
- b. Misrepresentation of material facts obtaining said license or renewal thereof
- c. Chronic failure to secure permits, inspections, or approvals as required by Article VI of Chapter 18 of the Addison Code, or
- d. Use of said license to obtain a permit for another person, firm, or corporation.

109.2.2. Limitations of authority. The board of appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

Sec. 18-368. Partitions

The International Plumbing Code is amended by deleting Sections 310.4 and 310.5.

Sec. 18-368.1. Inspection and testing of backflow prevention assemblies.

The International Plumbing Code is amended by changing Section 312.9 to read as follows:

312.9 Inspection and testing of backflow prevention assemblies. Inspection and testing shall comply with Sections 312.9.1 and 312.9.2.

312.9.1 Inspections. Annual inspections shall be made of all backflow prevention assemblies and air gaps to determine whether they are operable. In the absence of local provisions, the owner is responsible to ensure that testing is performed.

312.9.2 Testing. Reduced pressure principle backflow preventer assemblies, double check-valve assemblies, pressure vacuum

breaker assemblies, reduced pressure detector fire protection backflow prevention assemblies, double check detector fire protection backflow prevention assemblies hose connection backflow preventers, and spill-proof vacuum breakers shall be tested at the time of installation, immediately after repairs or relocation and at least annually. The testing shall be performed in accordance with applicable local provisions. In the absence of local provisions, the owner is responsible to ensure that testing is done in accordance with one of the following standards;

ASSE 5013, ASSE 5015, ASSE 5020, ASSE 5047, ASSE 5048, ASSE 5052, ASSE 5056, CSA B64.10 OR CSA B64.10.1.

Sec. 18-369. Minimum number of fixtures.

The international Plumbing Code is amended by changing Section 403.1 to read as follows:

403.1 Minimum number of fixtures. Plumbing fixtures shall be provided for the type of occupancy and in the minimum number as follows;

1. Assembly Occupancies: At least one drinking fountain shall be provided at each floor level in an approved location. Exception: A drinking fountain need not be provided in a drinking or dining establishment.
2. Groups A,B,F,H,I,M, and S Occupancies: Buildings or portions thereof where persons are employed shall be provided with at least one water closet for each sex except as provided for in Subsection 403.2.
3. Group E Occupancies: Shall be provided with fixtures as shown in Table 403.1.
4. Group R Occupancies: Shall be provided with fixtures as shown in Table 403.1.

It is recommended, but not required, that the minimum number of fixtures provided also comply with the number shown in Table 403.1. Types of occupancies not shown in Table 403.1 shall be considered individually by the code official. The number of occupants shall be determined by the International Building Code. Occupancy classification shall be determined by the in accordance with the International Building Code.

Sec. 18-369.1 Beverage dispensers

The International Plumbing Code is amended by changing Section 608.16.1 to read as follows:

608.16.1 Beverage dispensers. The water supply connection to beverage dispensers shall be protected against backflow by a stainless steel reduced pressure principle backflow preventer complying with Subsection 608.13.2 or by an air gap. The backflow preventer device and the piping downstream therefrom shall not be affected by carbon dioxide gas.

SECTION 2. All other ordinances and parts of ordinances in conflict with this ordinance shall be, and the same is hereby repealed, but the repeal of such ordinances or parts of ordinances shall not affect any right, property or claim which was or is vested in the Town of Addison, Texas, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this ordinance shall take effect; nor shall said repeals, amendments or changes effect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this ordinance shall take effect under any of the ordinances or sections thereof so repealed.

SECTION 3. In the event that any section, paragraph, subdivision, clause, phrase, or provision of this ordinance or the International Plumbing Code, International Fuel Gas Code, or the International Private Sewage Disposal Code, 2006 Editions, or revisions thereof, adopted herein shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance or of the International Plumbing Code, International Fuel Gas Code or International Private Sewage Disposal Code, 2006 Editions, or revisions thereof as a whole or any part of provision other than the part so decided to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars (\$500.00), and each and every day that the prohibited condition remains shall constitute a separate offense.

SECTION 5. That this ordinance shall become effective from and after its adoption.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the _____ day of _____, 2008.

MAYOR

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

ATTEST:

CITY SECRETARY

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 18, ARTICLE VI OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS, TO PROVIDE MINIMUM STANDARDS TO SAFEGUARD LIFE OR LIMB, PROPERTY, AND PUBLIC WELFARE BY REGULATING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, USE AND OCCUPANCY, LOCATION AND MAINTENANCE OF BUILDINGS AND STRUCTURES. PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

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

SECTION 1. That the Code of Ordinances of the Town of Addison be amended by changing Sec. 18-341, Sec. 18-361, Sec. 18-362, Sec. 18-363, Sec. 18-368 and Sec. 18-369 and adding Sec. 18-369.1 to read as follows:

ARTICLE VI. PLUMBING CODE

DIVISION 1. GENERALLY

Sec. 18-341. Adopted.

(a) The rules and regulations of the International Plumbing Code, International Fuel Gas Code, and the International Private Sewage Disposal Code, 2006 Editions, are hereby adopted as the rules and regulations and controlling the design, construction, installation, quality of materials, location, operation and maintenance of plumbing apparatus and fixtures within the city.

(b) The International Plumbing Code, International Fuel Gas Code and International Private Sewage Disposal Code, 2006 Editions (copies of which, authenticated by the signature of the mayor and the city secretary, and made a public record by ordinance, are on file in the city secretary's office) are hereby adopted as the plumbing code of the city as fully as if copied at length in this article, but with the following changes therein and additions thereto provided in this article.

Sec. 18-342 - 360. Reserved.

DIVISION 2. DELETIONS, AMENDMENTS, AND ADDITIONS

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

Sec. 18-361. Generally.

The International Plumbing Code, International Fuel Gas Code and International Private Sewage Disposal Code as adopted in this article, are hereby modified by the deletions, amendments and additions provided herein.

Sec. 18-362. Violation penalties.

The International Plumbing Code, International Fuel Gas Code and International Private Sewage Disposal Code are amended by changing Section 108.4 to read as follows:

108.4. Violation penalties. Any person, firm or corporation violating any of the provisions of Article VI of Chapter 18 of the Addison Code shall be subject to a fine, upon conviction in the municipal court, in any sum not to exceed five hundred dollars (\$500.00), and each and every day of continuance thereof shall constitute a distinct and separate offense. The owner or owners of any building or structure failing to comply with any provisions of Article VI of Chapter 18 of the Addison Code, and the owner or owners of any premises wherein a violation of the provisions of Article VI of Chapter 18 of the Addison Code occurs, and any architect, engineer, designer, builder, contractor, agent, person, firm or corporation employed therewith and who has assisted in the commission of any such violation, shall be guilty of a separate offense.

Sec. 18-363. Board of Appeals.

The International Plumbing Code, International Fuel Gas Code and International Private Sewage Disposal Code are amended by changing Section 109.2 to read as follows:

109.2. Board of Appeals.

109.2.1. General. In order to determine the suitability of alternate materials and type of construction and to provide for reasonable interpretations of the provisions of Article VI of Chapter 18 of the Addison Code, there shall be and is hereby created a board of appeals consisting of three (3) members and two (2) alternates appointed by the city council. The building official shall be an ex officio member and shall act as secretary of the board. The board of appeals shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing. The powers of the board of appeals shall be as follows:

(1) To hear appeals from decisions of the building official.

(2) To hear requests for the use of a material or method of construction not prescribed by the code and to authorize the use when, in the board's judgment, the material or method of construction is at least equivalent to that prescribed and

(3) To hear complaints from the building official arising against any person, firm, or corporation licensed by the town to perform plumbing work and shall have the power, after hearing, to revoke or suspend said license for the following reasons:

- a. Chronic violation of Article VI of Chapter 18 of the Addison Code
- b. Misrepresentation of material facts obtaining said license or renewal thereof
- c. Chronic failure to secure permits, inspections, or approvals as required by Article VI of Chapter 18 of the Addison Code, or
- d. Use of said license to obtain a permit for another person, firm, or corporation.

109.2.2. Limitations of authority. The board of appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

Sec. 18-368. Partitions

The International Plumbing Code is amended by deleting Sections 310.4 and 310.5.

Sec. 18-368.1. Inspection and testing of backflow prevention assemblies.

The International Plumbing Code is amended by changing Section 312.9 to read as follows:

312.9 Inspection testing of backflow prevention assemblies. Inspection and testing shall comply with Sections 312.9.1 and 312.9.2.

312.9.1 Inspections. Annual inspections shall be made of all backflow prevention assemblies and air gaps to determine whether they are operable. In the absence of local provisions, the owner is responsible to ensure that testing is performed.

312.9.2 Testing. Reduced pressure principle backflow preventer assemblies, double check-valve assemblies, pressure vacuum

breaker assemblies, reduced pressure detector fire protection backflow prevention assemblies, double check detector fire protection backflow prevention assemblies hose connection backflow preventers, and spill-proof vacuum breakers shall be tested at the time of installation, immediately after repairs or relocation and at least annually. The testing shall be performed in accordance with applicable local provisions. In the absence of local provisions, the owner is responsible to ensure that testing is done in accordance with one of the following standards;

ASSE 5013, ASSE 5015, ASSE 5020, ASSE 5047, ASSE 5048, ASSE 5052, ASSE 5056, CSA B64.10 OR CSA B64.10.1.

Sec. 18-369. Minimum number of fixtures.

The international Plumbing Code is amended by changing Section 403.1 to read as follows:

403.1 Minimum number of fixtures. Plumbing fixtures shall be provided for the type of occupancy and in the minimum number as follows;

1. Assembly Occupancies: At least one drinking fountain shall be provided at each floor level in an approved location. Exception: A drinking fountain need not be provided in a drinking or dining establishment.
2. Groups A,B,F,H,I,M, and S Occupancies: Buildings or portions thereof where persons are employed shall be provided with at least one water closet for each sex except as provided for in Subsection 403.2.
3. Group E Occupancies: Shall be provided with fixtures as shown in Table 403.1.
4. Group R Occupancies: Shall be provided with fixtures as shown in Table 403.1.

It is recommended, but not required, that the minimum number of fixtures provided also comply with the number shown in Table 403.1. Types of occupancies not shown in Table 403.1 shall be considered individually by the code official. The number of occupants shall be determined by the International Building Code. Occupancy classification shall be determined by the in accordance with the International Building Code.

Sec. 18-369.1 Beverage dispensers

The International Plumbing Code is amended by changing Section 608.16.1 to read as follows:

608.16.1 Beverage dispensers. The water supply connection to

beverage dispensers shall be protected against backflow by a stainless steel reduced pressure principle backflow preventer complying with Subsection 608.13.2 or by an air gap. The backflow preventer device and the piping downstream therefrom shall not be affected by carbon dioxide gas.

SECTION 2. All other ordinances and parts of ordinances in conflict with this ordinance shall be, and the same is hereby repealed, but the repeal of such ordinances or parts of ordinances shall not affect any right, property or claim which was or is vested in the Town of Addison, Texas, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this ordinance shall take effect; nor shall said repeals, amendments or changes effect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this ordinance shall take effect under any of the ordinances or sections thereof so repealed.

SECTION 3. In the event that any section, paragraph, subdivision, clause, phrase, or provision of this ordinance or the International Plumbing Code, International Fuel Gas Code, or the International Private Sewage Disposal Code, 2006 Editions, or revisions thereof, adopted herein shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance or of the International Plumbing Code, International Fuel Gas Code or International Private Sewage Disposal Code, 2006 Editions, or revisions thereof as a whole or any part of provision other than the part so decided to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars (\$500.00), and each and every day that the prohibited condition remains shall constitute a separate offense.

SECTION 5. That this ordinance shall become effective from and after its adoption.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the _____ day of _____, 2008.

MAYOR

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

ATTEST:

CITY SECRETARY

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: April 7, 2008

Subject: 2006 IPMC

The following changes were made to the 2006 IPMC:

Sec. 18-101. Adopted. Text changed to read 2006 IPMC.

Sec. 18-127. Insect screens. Text changed to reflect change in 2006 IMPC.

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 18, ARTICLE III, OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS, TO PROVIDE MINIMUM STANDARDS TO SAFEGUARD LIFE OR LIMB, PROPERTY, AND PUBLIC WELFARE BY REGULATING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, USE AND OCCUPANCY, LOCATION AND MAINTENANCE OF BUILDINGS AND STRUCTURES. PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

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

SECTION 1. That the Code of Ordinances of the Town of Addison be amended by changing Sec. 18-101 and Sec. 18-127 to read as follows:

ARTICLE III. PROPERTY MAINTENANCE CODE

Sec. 18-101. Adopted.

The rules and regulations of the International Property Maintenance Code, 2006 ~~2003~~ Edition, a copy of which, authenticated by the signature of the mayor and the city secretary, and made a public record by ordinance, are hereby adopted as the rules and regulations to provide a just, equitable and practicable method to be cumulative with and in addition to, any other remedy provided by the International Building Code, 2006 ~~2003~~ Edition, or otherwise available at law, whereby buildings or health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired. The International Property Maintenance Code, 2006 ~~2003~~ Edition, is hereby adopted, a copy of which is attached to the ordinance from which this section is derived and made a part hereof for all purposes.

Sec. 18-127. Insect screens.

The International Property Maintenance Code is amended by changing Section 304.14 to read as follows;

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

304.14. Insect screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every screen swinging door used for insect control shall have a self-closing device in good working condition.

Exception: Screen doors shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

SECTION 2. All other ordinances and parts of ordinances in conflict with this ordinance shall be, and the same is hereby repealed, but the repeal of such ordinances or parts of ordinances shall not affect any right, property or claim which was or is vested in the Town of Addison, Texas, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this ordinance shall take effect. Nor shall said repeals, amendments or changes effect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this ordinance shall take effect under any of the ordinances or sections thereof so repealed.

SECTION 3. In the event that any section, paragraph, subdivision, clause, phrase, or provision of this ordinance or the International Property Maintenance Code, 2006 Edition, or revisions thereof, adopted herein shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance or of the International Property Maintenance Code, 2006 Edition, or revisions thereof as a whole or any part of provision other than the part so decided to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars (\$500.00), and each and every day that the prohibited condition remains shall constitute a separate offense.

SECTION 5. That this ordinance shall become effective from and after its adoption.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the _____ day of _____, 2008.

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

MAYOR

ATTEST:

CITY SECRETARY

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 18, ARTICLE III, OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS, TO PROVIDE MINIMUM STANDARDS TO SAFEGUARD LIFE OR LIMB, PROPERTY, AND PUBLIC WELFARE BY REGULATING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, USE AND OCCUPANCY, LOCATION AND MAINTENANCE OF BUILDINGS AND STRUCTURES. PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

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

SECTION 1. That the Code of Ordinances of the Town of Addison be amended by changing Sec. 18-101 and Sec. 18-127 to read as follows:

ARTICLE III. PROPERTY MAINTENANCE CODE

Sec. 18-101. Adopted.

The rules and regulations of the International Property Maintenance Code, 2006 Edition, a copy of which, authenticated by the signature of the mayor and the city secretary, and made a public record by ordinance, are hereby adopted as the rules and regulations to provide a just, equitable and practicable method to be cumulative with and in addition to, any other remedy provided by the International Building Code, 2006 Edition, or otherwise available at law, whereby buildings or health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired. The International Property Maintenance Code, 2006 Edition, is hereby adopted, a copy of which is attached to the ordinance from which this section is derived and made a part hereof for all purposes.

Sec. 18-127. Insect screens.

The International Property Maintenance Code is amended by changing Section 304.14 to read as follows;

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

304.14. Insect screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screen doors shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

SECTION 2. All other ordinances and parts of ordinances in conflict with this ordinance shall be, and the same is hereby repealed, but the repeal of such ordinances or parts of ordinances shall not affect any right, property or claim which was or is vested in the Town of Addison, Texas, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this ordinance shall take effect. Nor shall said repeals, amendments or changes effect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this ordinance shall take effect under any of the ordinances or sections thereof so repealed.

SECTION 3. In the event that any section, paragraph, subdivision, clause, phrase, or provision of this ordinance or the International Property Maintenance Code, 2006 Edition, or revisions thereof, adopted herein shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance or of the International Property Maintenance Code, 2006 Edition, or revisions thereof as a whole or any part of provision other than the part so decided to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars (\$500.00), and each and every day that the prohibited condition remains shall constitute a separate offense.

SECTION 5. That this ordinance shall become effective from and after its adoption.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the _____ day of _____, 2008.

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

MAYOR

ATTEST:

CITY SECRETARY

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: April 7, 2008

Subject: 2006 IRC

The following changes were made to the 2006 IRC ordinance:

Sec. 18-401. Adopted. Text changed to read 2006 IRC.

Sec. 18-427. Exterior walls. This section was amended to reflect rewording in the 2006 IRC and to add exception 4 to clarify what is allowed under the unity agreement.

Sec. 18-428. Unity Agreements. Text changed to read R302.2

Sec. 18-429. Automatic Fire Extinguishing System. Text changed to read R325 and R325.1

Sec. 18-430. Disposal of Construction Waste. Text changed to read R326 and R326.1.

Sec. 18-431. Excavation, Construction or Demolition at night prohibited. Text changed to read R327 and R327.1.

Sec. 18-432. Stormwater Runoff. Text changed to read R328 and R328.1.

Sec. 18-433. Building Security. Text changed to read R329 and R329.1.

Sec. 18-434. Airport Noise. Text changed to read R330 and R330.1.

Sec. 18-435. Exterior Plaster. Text changed to read R703.6.4.

Sec. 18-436. Exterior insulation and finish system (EIFS). Text changed to read subsection 1403.7 to be compatible with the IBC.

Sec. 18-441. Amendments to Chapter 11 Energy Efficiency. Amendment recommended by NCTCOG to satisfy the “not less restrictive” requirement when adopting subsequent editions of energy codes in accordance with Texas SB 5, 77th Legislature.

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 18, ARTICLE VII, OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS, TO PROVIDE MINIMUM STANDARDS TO SAFEGUARD LIFE OR LIMB, PROPERTY, AND PUBLIC WELFARE BY REGULATING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, USE AND OCCUPANCY, LOCATION AND MAINTENANCE OF BUILDINGS AND STRUCTURES. PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

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

SECTION 1. That the Code of Ordinances of the Town of Addison be amended by changing Sec. 18-401, Sec. 18-427, Sec. 18-428, Sec. 18-429, Sec. 18-430, Sec. 18-431, Sec. 18-432, Sec. 18-433, Sec. 18-434, Sec. 18-435 Sec. 18-436 and Sec. 18-441 to read as follows:

ARTICLE VII HOUSING CODE.

Sec. 18-401. Adopted.

For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials used, use and occupancy, location and maintenance of all buildings and structures within the city and certain equipment specifically regulated herein, the International Residential Code, 2006 ~~2003~~ Edition (a copy of which, authenticated by the signature of the mayor and the city secretary, and made a public record by ordinance, is on file in the city secretary's office), is hereby adopted as the building code of the city as fully as if copied at length in this article, but with the changes therein and additions thereto to provided in this article. Also, adopted are Appendices **E, F, G, H, I, J and K** of the 2006 ~~2003~~ Edition of the International Residential Code.

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

Sec. 18-427. Exterior Walls.

The International Residential Code is amended by changing Exception 1 and adding Exception 4 in Section R302.1 to read as follows:

Exception 1. Detached tool sheds and storage sheds, playhouses similar structures where the floor areas do not exceed 200 square feet are not required to provide wall protection based on location on the lot. Projections beyond the exterior wall shall not extend over lot lines.

Exception 4. In townhomes projections with a minimum type IV, 1 HR, or Fire Treated construction may project onto adjacent property where a unity agreement complying with Subsection R302.2 has been executed.

~~The International Residential Code is amended by changing the exception in subsection R302.1 to read as follows:~~

~~Exception. Tool and storage sheds, play houses and similar structures where the floor area does not exceed 200 square feet are not required to provide wall protection based on location on the lot. Projections beyond the exterior wall shall not extend over the lot line.~~

Sec. 18-428. Unity Agreements.

The International Residential Code is amended by adding Section R302.2 ~~R302.4~~ to read as follows:

R302.2 ~~R302.4~~ Unity agreement. See Section 704.15 of the International Building Code.

Sec. 18-429. Automatic Fire Extinguishing System.

The International Residential Code is amended by adding Section R325 ~~R324~~ to read as follows:

SECTION R325 ~~R324~~

AUTOMATIC FIRE EXTINGUISHING SYSTEMS

R325.1 ~~R324.1~~. General. An automatic fire extinguishing system shall be installed according to Chapter 9 of the International Building Code.

Sec. 18-430. Disposal of Construction Waste.

The International Residential Code is amended by adding Section R326 ~~R325~~ to read as follows:

SECTION R326 ~~R325~~

DISPOSAL OF CONSTRUCTION WASTE

R326.1 ~~R325.1~~ General. See Section 3313 of the International Building Code.

Sec. 18-431. Excavation, Construction or Demolition at night prohibited.

The International Residential Code is amended by adding Section R327 ~~R326~~ to read as follows:

SECTION R327 ~~R326~~

EXCAVATION, CONSTRUCTION OR DEMOLITION AT NIGHT PROHIBITED

R327.1 ~~R326.1~~ General. See Section 3314 of the International Building Code.

Sec. 18-432. Stormwater Runoff.

The International Residential Code is amended by adding Section R328 ~~R327~~ to read as follows:

SECTION R328 ~~R327~~

STORMWATER RUNOFF

R328.1 ~~R327.1~~ General. See Section 3315 of the International Building Code.

Sec. 18-433. Building Security.

The International Residential Code is amended by adding Section R329 ~~R328~~ to read as follows:

SECTION R329 ~~R328~~

BUILDING SECURITY

R329.1 ~~R328.1~~ General. See Chapter 36 of the International Building Code.

Sec. 18-434. Airport Noise.

The International Residential Code is amended by adding Section R330 ~~R329~~ to read as follows:

SECTION R330 ~~R329~~

AIRPORT NOISE

R330.1 ~~R329.1~~ General. See Chapter 37 of the International Building Code.

Sec. 18-435. Exterior Plaster.

The International Residential Code is amended by adding Section R703.6.4 ~~R703.6.3~~ to read as follows:

R703.6.4 ~~R703.6.3~~ 3/8" One-coat stucco system. See Section 2512.10 of the International Building Code.

Sec. 18-436. Exterior insulation and finish system (EIFS).

The International Residential Code is amended by adding Section R703.9.3 to read as follows:

R703.9.3 Requirements: In addition to the above requirements the exterior insulation and finish system shall comply with Section 1403.7 ~~1403.8~~ of the International Building Code.

Sec. 18-441. ~~Reserved.~~ Amendments to Chapter 11 Energy Efficiency.

Chapter 11 Energy Efficiency of the International Residential Code is amended to read as follows:

Amend Section N1101.2.1 to read as follows:

N1101.2.1 Warm humid counties. Warm humid counties are listed in Table N1101.2.1 and Table N1101.2.2.

Amend Section N1101.7 to read as follows:

N1101.7 Alternate compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this

section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Star Program certification of energy code equivalency shall be considered in compliance.

Amend Figure N1101.2 to read as follows:

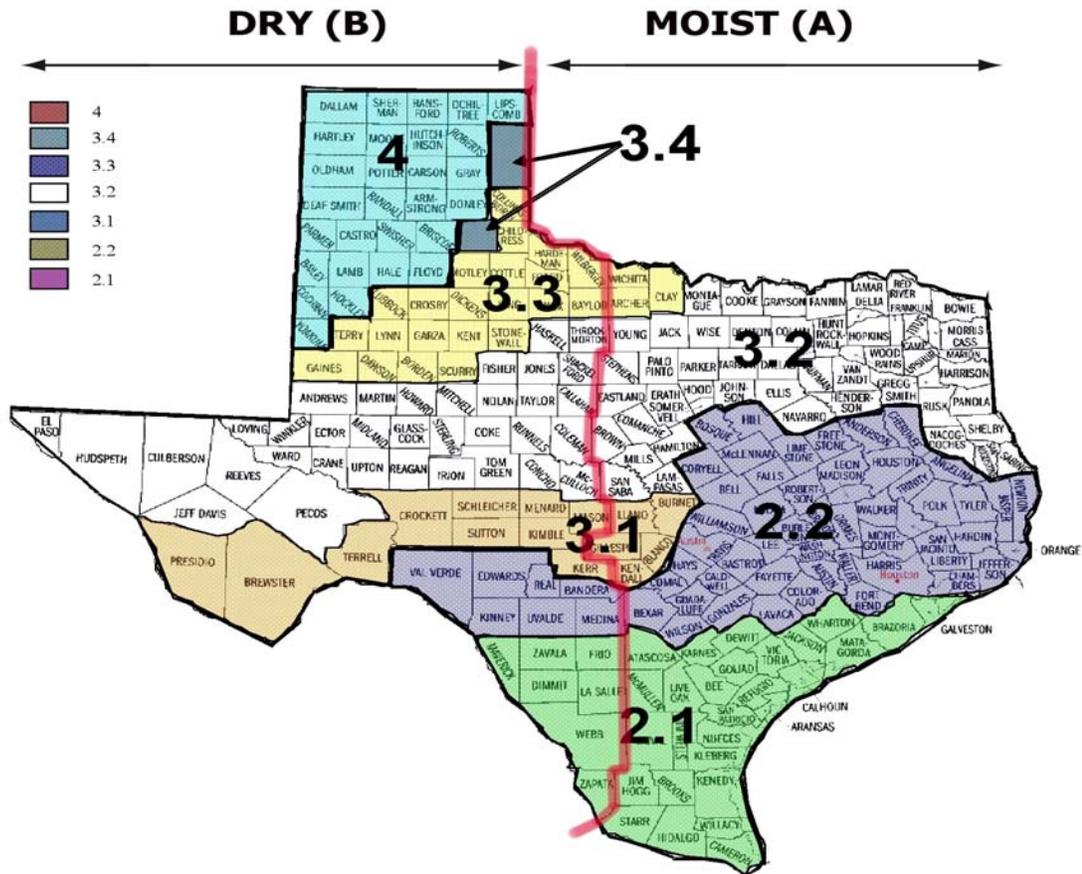


FIGURE N1101.2 TEXAS CLIMATE ZONES

Amend Table N1101.2.1 to read as follows:

**TABLE N1101.2.1
CLIMATE ZONES AND SUB CLIMATE ZONES FOR TEXAS**

Zone 2

ANDERSON	2.2	DE WITT	2.1	JIM HOGG	2.1	ORANGE	2.2
ANGELINA	2.2	DIMMIT	2.1	JIM WELLS	2.1	POLK	2.2

ARANSAS	2.1	DUVAL	2.1	KARNES	2.1	REAL	2.2
ATASCOSA	2.1	EDWARDS	2.2	KENEDY	2.1	REFUGIO	2.1
AUSTIN	2.2	FALLS	2.2	KINNEY	2.2	ROBERTSON	2.2
BANDERA	2.2	FAYETTE	2.2	KLEBERG	2.1	SAN JACINTO	2.2
BASTROP	2.2	FORT BEND	2.2	LA SALLE	2.1	SAN PATRICIO	2.1
BEE	2.1	FREESTONE	2.2	LAVACA	2.2	STARR	2.1
BELL	2.2	FRIO	2.1	LEE	2.2	TRAVIS	2.2
BEXAR	2.2	GALVESTON	2.1	LEON	2.2	TRINITY	2.2
BOSQUE	2.2	GOLIAD	2.1	LIBERTY	2.2	TYLER	2.2
BRAZORIA	2.1	GONZALES	2.2	LIMESTONE	2.2	UVALDE	2.2
BRAZOS	2.2	GRIMES	2.2	LIVE OAK	2.1	VAL VERDE	2.2
BROOKS	2.1	GUADALUPE	2.2	MADISON	2.2	VICTORIA	2.1
BURLESON	2.2	HARDIN	2.2	MATAGORDA	2.1	WALKER	2.2
CALDWELL	2.2	HARRIS	2.2	MAVERICK	2.1	WALLER	2.2
CALHOUN	2.1	HAYS	2.2	MCLENNAN	2.2	WASHINGTON	2.2
CAMERON	2.1	HIDALGO	2.1	MCMULLEN	2.1	WEBB	2.1
CHAMBERS	2.2	HILL	2.2	MEDINA	2.2	WHARTON	2.1
CHEROKEE	2.2	HOUSTON	2.2	MILAM	2.2	WILLACY	2.1
COLORADO	2.2	JACKSON	2.1	MONTGOMERY	2.2	WILLIAMSON	2.2
COMAL	2.2	JASPER	2.2	NEWTON	2.2	WILSON	2.2
CORYELL	2.2	JEFFERSON	2.2	NUECES	2.1	ZAPATA	2.1

Zone 3

ANDREWS	3.2	EL PASO	3.2	KERR	3.1	ROCKWALL	3.2
ARCHER	3.3	ELLIS	3.2	KIMBLE	3.1	RUNNELS	3.2
BAYLOR	3.3	ERATH	3.2	KING	3.3	RUSK	3.2
BLANCO	3.1	FANNIN	3.2	KNOX	3.3	SABINE	3.2
BORDEN	3.3	FISHER	3.2	LAMAR	3.2	SAN AUGUSTINE	3.2
BOWIE	3.2	FOARD	3.3	LAMPASAS	3.2	SAN SABA	3.2
BREWSTER	3.1	FRANKLIN	3.2	LLANO	3.1	SCHLEICHER	3.1
BROWN	3.2	GAINES	3.3	LOVING	3.2	SCURRY	3.3
BURNET	3.1	GARZA	3.3	LUBBOCK	3.3	SHACKELFORD	3.2
CALLAHAN	3.2	GILLESPIE	3.1	LYNN	3.3	SHELBY	3.2
CAMP	3.2	GLASSCOCK	3.2	MARION	3.2	SMITH	3.2
CASS	3.2	GRAYSON	3.2	MARTIN	3.2	SOMERVELL	3.2
CHILDRESS	3.3	GREGG	3.2	MASON	3.1	STEPHENS	3.2
CLAY	3.3	HALL	3.4	MCCULLOCH	3.2	STERLING	3.2
COKE	3.2	HAMILTON	3.2	MENARD	3.1	STONEWALL	3.3
COLEMAN	3.2	HARDEMAN	3.3	MIDLAND	3.2	SUTTON	3.1
COLLIN	3.2	HARRISON	3.2	MILLS	3.2	TARRANT	3.2
COLLINGSWORTH	3.3	HASKELL	3.2	MITCHELL	3.2	TAYLOR	3.2
COMANCHE	3.2	HEMPHILL	3.4	MONTAGUE	3.2	TERRELL	3.1
CONCHO	3.2	HENDERSON	3.2	MORRIS	3.2	TERRY	3.3
COOKE	3.2	HOOD	3.2	MOTLEY	3.3	THROCKMORTON	3.2
COTTLE	3.3	HOPKINS	3.2	NACOGDOCHES	3.2	TITUS	3.2
CRANE	3.2	HOWARD	3.2	NAVARRO	3.2	TOM GREEN	3.2
CROCKETT	3.1	HUDSPETH	3.2	NOLAN	3.2	UPSHUR	3.2
CROSBY	3.3	HUNT	3.2	PALO PINTO	3.2	UPTON	3.2
CULBERSON	3.2	IRION	3.2	PANOLA	3.2	VAN ZANDT	3.2
DALLAS	3.2	JACK	3.2	PARKER	3.2	WARD	3.2
DAWSON	3.3	JEFF DAVIS	3.2	PECOS	3.2	WHEELER	3.4
DELTA	3.2	JOHNSON	3.2	PRESIDIO	3.1	WICHITA	3.3
DENTON	3.2	JONES	3.2	RAINS	3.2	WILBARGER	3.3

DICKENS	3.3	KAUFMAN	3.2	REAGAN	3.2	WINKLER	3.2
EASTLAND	3.2	KENDALL	3.1	RED RIVER	3.2	WISE	3.2
ECTOR	3.2	KENT	3.3	REEVES	3.2	WOOD	3.2
						YOUNG	3.2

Zone 4

ARMSTRONG	DEAF SMITH	HOCKLEY	PARMER
BAILEY	DONLEY	HUTCHINSON	POTTER
BRISCOE	FLOYD	LAMB	RANDALL
CARSON	GRAY	LIPSCOMB	ROBERTS
CASTRO	HALE	MOORE	SHERMAN
COCHRAN	HANSFORD	OCHILTREE	SWISHER
DALLAM	HARTLEY	OLDHAM	YOAKUM

Add Table N1101.2.2 to read as follows:

**TABLE N1101.2.2
WARM HUMID COUNTIES FOR TEXAS**

ANDERSON	2.2	DUVAL	2.1	KAUFMAN	3.2	RED RIVER	3.2
ANGELINA	2.2	EDWARDS	2.2	KENDALL	3.1	REAL	2.2
ARANSAS	2.1	ELLIS	3.2	KENEDY	2.1	REFUGIO	2.1
ATASCOSA	2.1	ERATH	3.2	KINNEY	2.2	ROBERTSON	2.2
AUSTIN	2.2	FALLS	2.2	KLEBERG	2.1	ROCKWALL	3.2
BANDERA	2.2	FAYETTE	2.2	LA SALLE	2.1	RUSK	3.2
BASTROP	2.2	FORT BEND	2.2	LAMAR	3.2	SABINE	3.2
BEE	2.1	FRANKLIN	3.2	LAMPASAS	3.2	SAN AUGUSTINE	3.2
BELL	2.2	FREESTONE	2.2	LAVACA	2.2	SAN JACINTO	2.2
BEXAR	2.2	FRIO	2.1	LEE	2.2	SAN PATRICIO	2.1
BLANCO	3.1	GALVESTON	2.1	LEON	2.2	SAN SABA	3.2
BOSQUE	2.2	GILLESPIE	3.1	LLANO	3.1	SHELBY	3.2
BOWIE	3.2	GOLIAD	2.1	LIBERTY	2.2	SMITH	3.2
BRAZORIA	2.1	GONZALES	2.2	LIMESTONE	2.2	STARR	2.1
BROWN	3.2	GREGG	3.2	LIVE OAK	2.1	SOMMERVELL	3.2
BRAZOS	2.2	GRIMES	2.2	MADISON	2.2	TARRANT	3.2
BROOKS	2.1	GUADALUPE	2.2	MARION	3.2	TITUS	3.2
BURLESON	2.2	HAMILTON	3.2	MATAGORDA	2.1	TRAVIS	2.2
BURNET	3.1	HARDIN	2.2	MAVERICK	2.1	TRINITY	2.2
CALDWELL	2.2	HARRIS	2.2	MCLENNAN	2.2	TYLER	2.2
CALHOUN	2.1	HARRISON	3.2	MCMULLEN	2.1	UPSHUR	3.2
CAMERON	2.1	HAYS	2.2	MEDINA	2.2	UVALDE	2.2
CHAMBERS	2.2	HENDERSON	3.2	MILAM	2.2	VAL VERDE	2.2
CAMP	3.2	HIDALGO	2.1	MILLS	3.2	VAN ZANDT	3.2
CASS	3.2	HOOD	3.2	MONTGOMERY	2.2	VICTORIA	2.1
CHEROKEE	2.2	HOPKINS	3.2	MORRIS	3.2	WALKER	2.2
COLLIN	3.2	HILL	2.2	NACOGDOCHES	3.2	WALLER	2.2
COLORADO	2.2	HOUSTON	2.2	NAVARRO	3.2	WASHINGTON	2.2
COMAL	2.2	HUNT	3.2	NEWTON	2.2	WEBB	2.1
COMANCHE	3.2	JACKSON	2.1	NUECES	2.1	WHARTON	2.1
CORYELL	2.2	JASPER	2.2	ORANGE	2.2	WILLACY	2.1
DALLAS	3.2	JEFFERSON	2.2	PALO PINTO	3.2	WILLIAMSON	2.2
DELTA	3.2	JIM HOGG	2.1	PANOLA	3.2	WILSON	2.2

DENTON	3.2	JIM WELLS	2.1	PARKER	3.2	WOOD	3.2
DE WITT	2.1	JOHNSON	3.2	POLK	2.2	ZAPATA	2.1
DIMITT	2.1	KARNES	2.1	RAINS	3.2	ZAVALA	2.1

Amend Section N1102.1 Insulation and fenestration criteria. to read as follows:

1102.1 Insulation and fenestration criteria. The building thermal envelope shall meet the requirements of Table N1102.1 based on the climate zone specified in Table N1101.2.

When compliance using Table 1102.1 is demonstrated with a ceiling R-value of R30 or less, no more than 33% of the total projected ceiling area may be of cathedral type construction (ceiling joist/roof rafter assembly) and the required insulation R-value may be reduced to a minimum of R22 insulation when the remaining ceiling area insulation is increased to R38.

Amend Table N1102.1 to read as follows:

**TABLE N1102.1
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT (TEXAS)^a**

CLIMATE - SUB CLIMATE ZONE	MAX GLAZED AREA TO WALL AREA RATIO	MAX GLAZED FENESTRATION U-FACTOR	MAX SKYLIGHT U-FACTOR ^b	MAX GLAZED FENESTRATION SHGC	MIN CEILING R-VALUE	MIN WOOD FRAME WALL R-VALUE ^d	MASS WALL R-VALUE	MIN FLOOR R-VALUE	MIN BASEMENT WALL R-VALUE	MIN SLAB R-VALUE & DEPTH ^e	MIN CRAWL SPACE WALL R-VALUE
2.1	15	0.75	0.75	0.358	19	13	6	19	0	0	5
	20	0.70	0.75	0.38	30	13	6	19	0	0	5
	25	0.65	0.75	0.35	30	13	6	19	0	0	5
	30	0.54	0.75	0.35	38	13	6	19	0	0	5
2.2	15	0.65	0.75	0.38	30	13	6	19	5	0	6
	20	0.65	0.75	0.38	38	13	6	19	6	0	6
	25	0.54	0.75	0.35	38	13	6	19	8	0	10
	30	0.46	0.75	0.35	38	16, 13 + 3.7 ^e	6	19	8	0	10
3.1	15	0.65	0.65	0.40	30	13	6	19	5	0	6
	20	0.55	0.65	0.40	38	13	6	19	5	0	6
	25	0.54	0.65	0.35	38	13	6	19	8	0	10
	30	0.46	0.65	0.35	38	16, 13 + 3.7 ^e	7	19	8	0	10
3.2	15	0.60	0.65	0.40	30	13	6	19	6	0	7
	20	0.54	0.65	0.40	38	13	6	19	6	0	7
	25	0.51	0.65	0.40	38	16, 13 + 3.7 ^e	7	19	6	0	7
	30	0.46	0.65	0.38	38	16, 13 + 3.7 ^e	7	19	6	0	7
3.3	15	0.51	0.65	0.40	30	13	6	19	7	0	8
	20	0.45	0.65	0.40	38	13	6	19	7	0	9
	25	0.40	0.65	0.40	38	16, 13 + 3.7 ^e	7	19	7	0	9
	30	0.40	0.65	0.40	38	19, 13 + 8.1 ^e	9	19	7	0	9

3.4	15	0.45	0.60	NR	38	13	6	19	8	5, 2 ft	11
	20	0.37	0.60	NR	38	13	6	19	8	6, 2 ft	13
	25	0.37	0.60	NR	38	19, 13 + 8.1 ^e	9	19	8	6, 2 ft	13
	30	0.37	0.60	NR	38	19, 13 + 8.1 ^e	9	30	8	6, 2 ft	13
4	15	0.45	0.60	NR	38	13	8	19	8	5, 2 ft	11
	20	0.37	0.60	NR	38	13	8	19	9	6, 2 ft	13
	25	0.37	0.60	NR	38	19, 13 + 8.1 ^e	10	19	9	6, 2 ft	13
	30	0.37	0.60	NR	38	19, 13 + 8.1 ^e	10	30	9	6, 2 ft	13

For SI: 1 foot = 304.8 mm.

- a. *R*-values are minimums. *U*-factors and SHGC are maximums. R-19 shall be permitted to be compressed into a 2 x 6 cavity.
- b. The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
- c. R-5 shall be added to the required slab edge *R*-values for heated slabs.
- d. The total *R*-value may be achieved with a combination of cavity insulation and insulating sheathing that covers 100% of the exterior wall.
- e. The wall insulation may be the sum of the two values where the first value is the cavity insulation and the second value is insulating sheathing. The combination of cavity insulation plus insulating sheathing may be used where structural sheathing covers not more than 25% of the exterior wall area and insulating sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25% of exterior wall area then the wall insulation requirement may only be satisfied with the single insulation value.

Amend Table N1102.1.2 to read as follows:

**TABLE N1102.1.2
EQUIVALENT U-FACTORS^a**

CLIMATE - SUB CLIMATE ZONE	MAX GLAZED AREA TO WALL AREA RATIO	MAX GLAZED FENESTRATION <i>U</i> -FACTOR	MAX SKYLIGHT <i>U</i> -FACTOR	MAX CEILING <i>U</i> -FACTOR	MAX WOOD FRAME WALL <i>U</i> -FACTOR	MAX MASS WALL <i>U</i> - FACTOR	MAX FLOOR <i>U</i> -FACTOR	MAX BASEMENT WALL <i>U</i> -FACTOR	MAX CRAWL SPACE WALL <i>U</i> -FACTOR
2.1	15	0.75	0.75	0.039	0.082	0.124	0.047	0.360	0.136
	20	0.70	0.75	0.034	0.082	0.124	0.047	0.360	0.136
	25	0.65	0.75	0.034	0.082	0.124	0.047	0.360	0.136
	30	0.54	0.75	0.030	0.082	0.124	0.047	0.360	0.136
2.2	15	0.65	0.75	0.034	0.082	0.124	0.047	0.210	0.100
	20	0.65	0.75	0.030	0.082	0.124	0.047	0.210	0.100
	25	0.54	0.75	0.030	0.082	0.124	0.047	0.119	0.065
	30	0.46	0.75	0.030	0.071	0.124	0.047	0.119	0.065
3.1	15	0.65	0.65	0.034	0.082	0.124	0.047	0.210	0.100
	20	0.55	0.65	0.030	0.082	0.124	0.047	0.210	0.100
	25	0.54	0.65	0.030	0.082	0.124	0.047	0.119	0.065
	30	0.46	0.65	0.030	0.071	0.112	0.047	0.119	0.065
3.2	15	0.60	0.65	0.034	0.082	0.124	0.047	0.179	0.075
	20	0.54	0.65	0.030	0.082	0.124	0.047	0.179	0.075
	25	0.51	0.65	0.030	0.071	0.112	0.047	0.179	0.075
	30	0.46	0.65	0.030	0.071	0.112	0.047	0.179	0.075
3.3	15	0.51	0.65	0.034	0.082	0.124	0.047	0.149	0.061
	20	0.45	0.65	0.030	0.082	0.124	0.047	0.149	0.058
	25	0.40	0.65	0.030	0.075	0.112	0.047	0.149	0.058
	30	0.40	0.65	0.030	0.061	0.094	0.047	0.149	0.058

3.4	15	0.45	0.60	0.030	0.082	0.124	0.047	0.119	0.083
	20	0.37	0.60	0.030	0.082	0.124	0.047	0.119	0.152
	25	0.37	0.60	0.030	0.061	0.094	0.047	0.119	0.152
	30	0.37	0.60	0.030	0.061	0.094	0.033	0.119	0.152
4	15	0.45	0.60	0.030	0.082	0.102	0.047	0.119	0.083
	20	0.37	0.60	0.030	0.082	0.102	0.047	0.089	0.152
	25	0.37	0.60	0.030	0.061	0.087	0.047	0.089	0.152
	30	0.37	0.60	0.030	0.061	0.087	0.033	0.089	0.152

- a. Nonfenestration *U*-factors shall be obtained from measurement, calculation or an approved source.

Amend Section N1102.3.2 Glazed fenestration SHGC. to read as follows:

N1102.3.2 Glazed fenestration SHGC. An area-weighted average of fenestration products more than 50 percent glazed shall be permitted to satisfy the solar heat gain coefficient (SHGC) requirements. In sub climate zones 2.1, 2.2, 3.1, 3.2 and 3.3 the maximum area-weighted average and the maximum SHGC shall not exceed 0.40.

Add Section N1102.2.11. Insulation installed in walls. to read as follows:

N1102.2.11. Insulation installed in walls. Insulation batts installed in walls shall be totally surrounded by an enclosure on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing or other equivalent material approved by the building official.

Amend Section N1102.3.3 Glazed fenestration exemption. to read as follows:

N1102.3.3 Glazed fenestration exemption. Up to 1 percent of glazed fenestration per dwelling unit shall be permitted to be exempt from *U*-factor and SHGC requirements in Section 402.1.

Amend Section N1102.3.5 Thermally isolated sunroom *U*-factor. to read as follows:

N1102.3.5 Thermally isolated sunroom. New windows and doors separating the sunroom from conditioned space shall meet the building envelope requirements.

Amend Section N1102.3.6 Replacement fenestration. to read as follows:

N1102.3.6 Replacement fenestration. Where some or all of an existing fenestration unit is replaced with a new fenestration product, including sash and glazing, the replacement fenestration unit shall meet the applicable requirements for

U-factor in Table N1102.3.7.

Exceptions:

1. Replacement skylights shall have a maximum U-factor of 0.60 when installed in all sub climate zones except for 2.1.
2. For buildings constructed in conformance with an energy code as required by State of Texas Senate Bill Number 5, 77th Legislature, replacement fenestration units may comply with the original construction documents or applicable U-factor in N1102.1.

Add Section N1102.3.7 Prescriptive path for additions. to read as follows:

N1102.3.7 Prescriptive path for additions. As an alternative to demonstrating compliance, additions with a conditioned floor area less than 500 square feet (46.5 mm) to existing single-family residential buildings and structures shall meet the prescriptive envelope criteria in Table N1102.3.7 for the sub climate zone applicable to the location. The U-factor of each individual fenestration product (windows, door and skylights) shall be used to calculate and area-weighted average fenestration product U-factor for the addition, which shall not exceed the applicable listed values in Table N1102.3.7. For additions, other than sunroom additions, the total area of the fenestration products shall not exceed 40 percent of the gross wall and roof area of the addition. The R-values for opaque thermal envelope component shall be equal to or greater than the applicable listed values in Table N1102.3.7.

Conditioned sunroom additions shall maintain thermal isolation; shall not be used as kitchens or sleeping rooms.

In sub climate zones 2.1, 2.2, 3.1, 3.2, and 3.3 the combined solar heat gain coefficient (the area weighted average) of all glazed fenestration products used in additions and as replacement windows in accordance with this section shall not exceed 0.40.

Add Table N1102.3.7 PRESCRIPTIVE ENVELOPE COMPONENT CRITERIA ADDITIONS TO AND REPLACEMENT WINDOWS FOR EXISTING DETACHED ONE-AND TWO-FAMILY DWELLINGS to read as follows:

**Table N1102.3.7
PRESCRIPTIVE ENVELOPE COMPONENT CRITERIA
ADDITIONS TO AND REPLACEMENT WINDOWS FOR EXISTING DETACHED
ONE- AND TWO-FAMILY DWELLINGS^d**

SUB CLIMATE ZONES	MAXIMUM	MINIMUM					
	Fenestration U-factor	Ceiling R-value ^{a, e}	Wall R-value ^e	Floor R-value	Basement wall R-value ^b	Slab perimeter R-value	Crawl space wall R-value
2.1	0.75	R-26	R-13	R-11	R-5	R-0	R-5
2.2, 3.1, 3.2, 3.3 and 3.4	0.50	R-30	R-13	R-19	R-8	R-0	R-10
4	0.50	R-38	R-13	R-21	R-10	R-0	R-19

- a. "Ceiling R-value" shall be required for flat or inclined (cathedral) ceilings. Floors over outside air shall meet "Ceiling R-value" requirements.
- b. Basement wall insulation to be installed in accordance with Section N1102.2.6.
- c. "Crawl space wall R-value" shall apply to unventilated crawl spaces only. Crawl space insulation shall be installed in accordance with Section N1102.2.8.
- d. Sunroom additions shall be required to have a maximum fenestration U-factor of 0.5. in all sub climate zones except sub climate zone 2.1. In all sub climate zones, the minimum ceiling R-value for sunroom additions shall be R-19 and the minimum wall R-value shall be R-13.

SECTION 2. All other ordinances and parts of ordinances in conflict with this ordinance shall be, and the same is hereby repealed, but the repeal of such ordinances or parts of ordinances shall not affect any right, property or claim which was or is vested in the Town of Addison, Texas, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this ordinance shall take effect. Nor shall said repeals, amendments or changes effect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this ordinance shall take effect under any of the ordinances or sections thereof so repealed.

SECTION 3. In the event that any section, paragraph, subdivision, clause, phrase, or provision of this ordinance or the International Residential Code, 2006 Edition, or revisions thereof, adopted herein shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance or of the International Residential Code, 2006 Edition, or revisions thereof as a whole or any part of provision other than the part so decided to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars (\$500.00), and each and every day that the prohibited condition remains shall constitute a separate offense.

SECTION 5. That this ordinance shall become effective from and after its adoption.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the _____ day of _____, 2008.

MAYOR

ATTEST:

CITY SECRETARY

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

ORDINANCE NO.

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 18, ARTICLE VII, OF THE CODE OF ORDINANCES OF THE TOWN OF ADDISON, TEXAS, TO PROVIDE MINIMUM STANDARDS TO SAFEGUARD LIFE OR LIMB, PROPERTY, AND PUBLIC WELFARE BY REGULATING THE DESIGN, CONSTRUCTION, QUALITY OF MATERIALS, USE AND OCCUPANCY, LOCATION AND MAINTENANCE OF BUILDINGS AND STRUCTURES. PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

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

SECTION 1. That the Code of Ordinances of the Town of Addison be amended by changing Sec. 18-401, Sec. 18-427, Sec. 18-428, Sec. 18-429, Sec. 18-430, Sec. 18-431, Sec. 18-432, Sec. 18-433, Sec. 18-434, Sec. 18-435, Sec. 18-436 and Sec. 18-441 to read as follows:

ARTICLE VII HOUSING CODE.

Sec. 18-401. Adopted.

For the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, quality of materials used, use and occupancy, location and maintenance of all buildings and structures within the city and certain equipment specifically regulated herein, the International Residential Code, 2006 Edition (a copy of which, authenticated by the signature of the mayor and the city secretary, and made a public record by ordinance, is on file in the city secretary's office), is hereby adopted as the building code of the city as fully as if copied at length in this article, but with the changes therein and additions thereto to provided in this article. Also, adopted are Appendices **E, F, G, H, I, J and K** of the 2006 Edition of the International Residential Code.

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

Sec. 18-427. Exterior Walls.

The International Residential Code is amended by changing Exception 1 and adding Exception 4 in Section R302.1 to read as follows:

Exception 1. Detached tool sheds and storage sheds, playhouses similar structures where the floor areas do not exceed 200 square feet are not required to provide wall protection based on location on the lot. Projections beyond the exterior wall shall not extend over lot lines.

Exception 4. In townhomes projections with a minimum type IV, 1 HR, or Fire Treated construction may project onto adjacent property where a unity agreement complying with Section R302.2 has been executed.

Sec. 18-428. Unity Agreements.

The International Residential Code is amended by adding Section R302.2 to read as follows:

R302.2 Unity agreement. See Section 704.15 of the International Building Code.

Sec. 18-429. Automatic Fire Extinguishing System.

The International Residential Code is amended by adding Section R325 to read as follows:

SECTION R325

AUTOMATIC FIRE EXTINGUISHING SYSTEMS

R325.1. General. An automatic fire extinguishing system shall be installed according to Chapter 9 of the International Building Code.

Sec. 18-430. Disposal of Construction Waste.

The International Residential Code is amended by adding Section R326 to read as follows:

SECTION R326

DISPOSAL OF CONSTRUCTION WASTE

R326.1 General. See Section 3313 of the International

Building Code.

Sec. 18-431. Excavation, Construction or Demolition at night prohibited.

The International Residential Code is amended by adding Section R327 to read as follows:

SECTION R327

EXCAVATION, CONSTRUCTION OR DEMOLITION AT NIGHT PROHIBITED

R327.1 General. See Section 3314 of the International Building Code.

Sec. 18-432. Stormwater Runoff.

The International Residential Code is amended by adding Section R328 to read as follows:

SECTION R328

STORMWATER RUNOFF

R328.1 General. See Section 3315 of the International Building Code.

Sec. 18-433. Building Security.

The International Residential Code is amended by adding Section R329 to read as follows:

SECTION R329

BUILDING SECURITY

R329.1 General. See Chapter 36 of the International Building Code.

Sec. 18-434. Airport Noise.

The International Residential Code is amended by adding Section R330 to read as follows:

SECTION R330

AIRPORT NOISE

R330.1 General. See Chapter 37 of the International Building Code.

Sec. 18-435. Exterior Plaster.

The International Residential Code is amended by adding Section R703.6.4 to read as follows:

R703.6.4 3/8" One-coat stucco system. See Section 2512.10 of the International Building Code.

Sec. 18-436. Exterior insulation and finish system (EIFS).

The International Residential Code is amended by adding Section R703.9.3 to read as follows:

R703.9.3 Requirements: In addition to the above requirements the exterior insulation and finish system shall comply with Section 1403.7 of the International Building Code.

Sec. 18-441. Amendments to Chapter 11 Energy Efficiency.

Chapter 11 Energy Efficiency of the International Residential Code is amended to read as follows:

Amend Section N1101.2.1 to read as follows:

N1101.2.1 Warm humid counties. Warm humid counties are listed in Table N1101.2.1 and Table N1101.2.2.

Amend Section N1101.7 to read as follows:

N1101.7 Alternate compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Star Program certification of energy code equivalency shall be considered in compliance.

Amend Figure N1101.2 to read as follows:

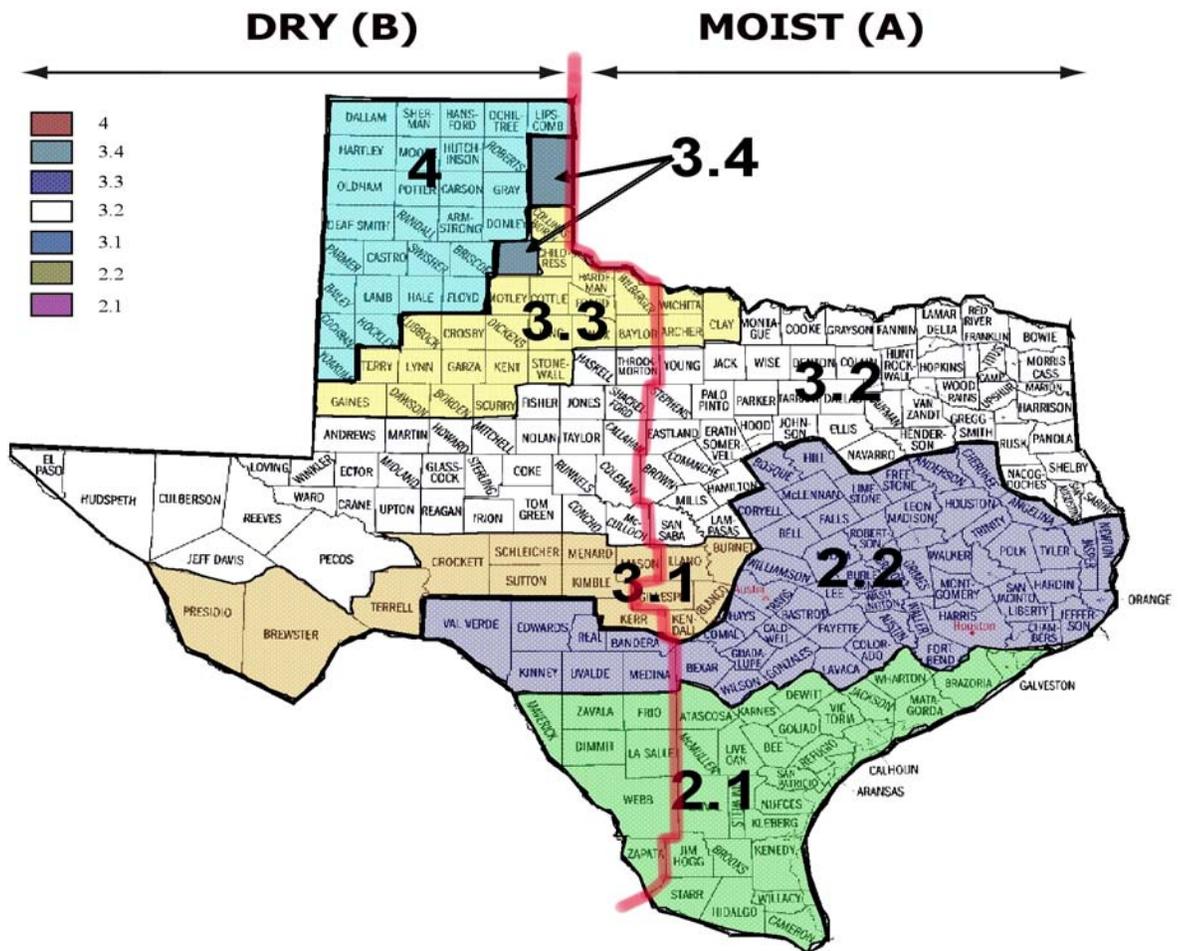


FIGURE N1101.2 TEXAS CLIMATE ZONES

Amend Table N1101.2.1 to read as follows:

**TABLE N1101.2.1
CLIMATE ZONES AND SUB CLIMATE ZONES FOR TEXAS**

Zone 2

ANDERSON	2.2	DE WITT	2.1	JIM HOGG	2.1	ORANGE	2.2
ANGELINA	2.2	DIMMIT	2.1	JIM WELLS	2.1	POLK	2.2
ARANSAS	2.1	DUVAL	2.1	KARNES	2.1	REAL	2.2
ATASCOSA	2.1	EDWARDS	2.2	KENEDY	2.1	REFUGIO	2.1
AUSTIN	2.2	FALLS	2.2	KINNEY	2.2	ROBERTSON	2.2

BANDERA	2.2	FAYETTE	2.2	KLEBERG	2.1	SAN JACINTO	2.2
BASTROP	2.2	FORT BEND	2.2	LA SALLE	2.1	SAN PATRICIO	2.1
BEE	2.1	FREESTONE	2.2	LAVACA	2.2	STARR	2.1
BELL	2.2	FRIO	2.1	LEE	2.2	TRAVIS	2.2
BEXAR	2.2	GALVESTON	2.1	LEON	2.2	TRINITY	2.2
BOSQUE	2.2	GOLIAD	2.1	LIBERTY	2.2	TYLER	2.2
BRAZORIA	2.1	GONZALES	2.2	LIMESTONE	2.2	UVALDE	2.2
BRAZOS	2.2	GRIMES	2.2	LIVE OAK	2.1	VAL VERDE	2.2
BROOKS	2.1	GUADALUPE	2.2	MADISON	2.2	VICTORIA	2.1
BURLESON	2.2	HARDIN	2.2	MATAGORDA	2.1	WALKER	2.2
CALDWELL	2.2	HARRIS	2.2	MAVERICK	2.1	WALLER	2.2
CALHOUN	2.1	HAYS	2.2	MCLENNAN	2.2	WASHINGTON	2.2
CAMERON	2.1	HIDALGO	2.1	MCMULLEN	2.1	WEBB	2.1
CHAMBERS	2.2	HILL	2.2	MEDINA	2.2	WHARTON	2.1
CHEROKEE	2.2	HOUSTON	2.2	MILAM	2.2	WILLACY	2.1
COLORADO	2.2	JACKSON	2.1	MONTGOMERY	2.2	WILLIAMSON	2.2
COMAL	2.2	JASPER	2.2	NEWTON	2.2	WILSON	2.2
CORYELL	2.2	JEFFERSON	2.2	NUECES	2.1	ZAPATA	2.1

Zone 3

ANDREWS	3.2	EL PASO	3.2	KERR	3.1	ROCKWALL	3.2
ARCHER	3.3	ELLIS	3.2	KIMBLE	3.1	RUNNELS	3.2
BAYLOR	3.3	ERATH	3.2	KING	3.3	RUSK	3.2
BLANCO	3.1	FANNIN	3.2	KNOX	3.3	SABINE	3.2
BORDEN	3.3	FISHER	3.2	LAMAR	3.2	SAN AUGUSTINE	3.2
BOWIE	3.2	FOARD	3.3	LAMPASAS	3.2	SAN SABA	3.2
BREWSTER	3.1	FRANKLIN	3.2	LLANO	3.1	SCHLEICHER	3.1
BROWN	3.2	GAINES	3.3	LOVING	3.2	SCURRY	3.3
BURNET	3.1	GARZA	3.3	LUBBOCK	3.3	SHACKELFORD	3.2
CALLAHAN	3.2	GILLESPIE	3.1	LYNN	3.3	SHELBY	3.2
CAMP	3.2	GLASSCOCK	3.2	MARION	3.2	SMITH	3.2
CASS	3.2	GRAYSON	3.2	MARTIN	3.2	SOMERVELL	3.2
CHILDRESS	3.3	GREGG	3.2	MASON	3.1	STEPHENS	3.2
CLAY	3.3	HALL	3.4	MCCULLOCH	3.2	STERLING	3.2
COKE	3.2	HAMILTON	3.2	MENARD	3.1	STONEWALL	3.3
COLEMAN	3.2	HARDEMAN	3.3	MIDLAND	3.2	SUTTON	3.1
COLLIN	3.2	HARRISON	3.2	MILLS	3.2	TARRANT	3.2
COLLINGSWORTH	3.3	HASKELL	3.2	MITCHELL	3.2	TAYLOR	3.2
COMANCHE	3.2	HEMPHILL	3.4	MONTAGUE	3.2	TERRELL	3.1
CONCHO	3.2	HENDERSON	3.2	MORRIS	3.2	TERRY	3.3
COOKE	3.2	HOOD	3.2	MOTLEY	3.3	THROCKMORTON	3.2
COTTLE	3.3	HOPKINS	3.2	NACOGDOCHES	3.2	TITUS	3.2
CRANE	3.2	HOWARD	3.2	NAVARRO	3.2	TOM GREEN	3.2
CROCKETT	3.1	HUDSPETH	3.2	NOLAN	3.2	UPSHUR	3.2
CROSBY	3.3	HUNT	3.2	PALO PINTO	3.2	UPTON	3.2
CULBERSON	3.2	IRION	3.2	PANOLA	3.2	VAN ZANDT	3.2
DALLAS	3.2	JACK	3.2	PARKER	3.2	WARD	3.2
DAWSON	3.3	JEFF DAVIS	3.2	PECOS	3.2	WHEELER	3.4
DELTA	3.2	JOHNSON	3.2	PRESIDIO	3.1	WICHITA	3.3
DENTON	3.2	JONES	3.2	RAINS	3.2	WILBARGER	3.3
DICKENS	3.3	KAUFMAN	3.2	REAGAN	3.2	WINKLER	3.2
EASTLAND	3.2	KENDALL	3.1	RED RIVER	3.2	WISE	3.2
ECTOR	3.2	KENT	3.3	REEVES	3.2	WOOD	3.2

Zone 4

ARMSTRONG	DEAF SMITH	HOCKLEY	PARMER
BAILEY	DONLEY	HUTCHINSON	POTTER
BRISCOE	FLOYD	LAMB	RANDALL
CARSON	GRAY	LIPSCOMB	ROBERTS
CASTRO	HALE	MOORE	SHERMAN
COCHRAN	HANSFORD	OCHILTREE	SWISHER
DALLAM	HARTLEY	OLDHAM	YOAKUM

Add Table N1101.2.2 to read as follows:

**TABLE N1101.2.2
WARM HUMID COUNTIES FOR TEXAS**

ANDERSON	2.2	DUVAL	2.1	KAUFMAN	3.2	RED RIVER	3.2
ANGELINA	2.2	EDWARDS	2.2	KENDALL	3.1	REAL	2.2
ARANSAS	2.1	ELLIS	3.2	KENEDY	2.1	REFUGIO	2.1
ATASCOSA	2.1	ERATH	3.2	KINNEY	2.2	ROBERTSON	2.2
AUSTIN	2.2	FALLS	2.2	KLEBERG	2.1	ROCKWALL	3.2
BANDERA	2.2	FAYETTE	2.2	LA SALLE	2.1	RUSK	3.2
BASTROP	2.2	FORT BEND	2.2	LAMAR	3.2	SABINE	3.2
BEE	2.1	FRANKLIN	3.2	LAMPASAS	3.2	SAN AUGUSTINE	3.2
BELL	2.2	FREESTONE	2.2	LAVACA	2.2	SAN JACINTO	2.2
BEXAR	2.2	FRIO	2.1	LEE	2.2	SAN PATRICIO	2.1
BLANCO	3.1	GALVESTON	2.1	LEON	2.2	SAN SABA	3.2
BOSQUE	2.2	GILLESPIE	3.1	LLANO	3.1	SHELBY	3.2
BOWIE	3.2	GOLIAD	2.1	LIBERTY	2.2	SMITH	3.2
BRAZORIA	2.1	GONZALES	2.2	LIMESTONE	2.2	STARR	2.1
BROWN	3.2	GREGG	3.2	LIVE OAK	2.1	SOMMERVELL	3.2
BRAZOS	2.2	GRIMES	2.2	MADISON	2.2	TARRANT	3.2
BROOKS	2.1	GUADALUPE	2.2	MARION	3.2	TITUS	3.2
BURLESON	2.2	HAMILTON	3.2	MATAGORDA	2.1	TRAVIS	2.2
BURNET	3.1	HARDIN	2.2	MAVERICK	2.1	TRINITY	2.2
CALDWELL	2.2	HARRIS	2.2	MCLENNAN	2.2	TYLER	2.2
CALHOUN	2.1	HARRISON	3.2	MCMULLEN	2.1	UPSHUR	3.2
CAMERON	2.1	HAYS	2.2	MEDINA	2.2	UVALDE	2.2
CHAMBERS	2.2	HENDERSON	3.2	MILAM	2.2	VAL VERDE	2.2
CAMP	3.2	HIDALGO	2.1	MILLS	3.2	VAN ZANDT	3.2
CASS	3.2	HOOD	3.2	MONTGOMERY	2.2	VICTORIA	2.1
CHEROKEE	2.2	HOPKINS	3.2	MORRIS	3.2	WALKER	2.2
COLLIN	3.2	HILL	2.2	NACOGDOCHES	3.2	WALLER	2.2
COLORADO	2.2	HOUSTON	2.2	NAVARRO	3.2	WASHINGTON	2.2
COMAL	2.2	HUNT	3.2	NEWTON	2.2	WEBB	2.1
COMANCHE	3.2	JACKSON	2.1	NUECES	2.1	WHARTON	2.1
CORYELL	2.2	JASPER	2.2	ORANGE	2.2	WILLACY	2.1
DALLAS	3.2	JEFFERSON	2.2	PALO PINTO	3.2	WILLIAMSON	2.2
DELTA	3.2	JIM HOGG	2.1	PANOLA	3.2	WILSON	2.2
DENTON	3.2	JIM WELLS	2.1	PARKER	3.2	WOOD	3.2
DE WITT	2.1	JOHNSON	3.2	POLK	2.2	ZAPATA	2.1
DIMMIT	2.1	KARNES	2.1	RAINS	3.2	ZAVALA	2.1

Amend Section N1102.1 Insulation and fenestration criteria.

to read as follows:

1102.1 Insulation and fenestration criteria. The building thermal envelope shall meet the requirements of Table N1102.1 based on the climate zone specified in Table N1101.2.

When compliance using Table 1102.1 is demonstrated with a ceiling R-value of R30 or less, no more than 33% of the total projected ceiling area may be of cathedral type construction (ceiling joist/roof rafter assembly) and the required insulation R-value may be reduced to a minimum of R22 insulation when the remaining ceiling area insulation is increased to R38.

Amend Table N1102.1 to read as follows:

**TABLE N1102.1
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT (TEXAS)^a**

CLIMATE - SUB CLIMATE ZONE	MAX GLAZED AREA TO WALL AREA RATIO	MAX GLAZED FENESTRATION U-FACTOR	MAX SKYLIGHT U-FACTOR ^b	MAX GLAZED FENESTRATION SHGC	MIN CEILING R-VALUE	MIN WOOD FRAME WALL R-VALUE ^d	MASS WALL R-VALUE	MIN FLOOR R-VALUE	MIN BASEMENT WALL R-VALUE	MIN SLAB R-VALUE & DEPTH ^e	MIN CRAWL SPACE WALL R-VALUE
2.1	15	0.75	0.75	0.358	19	13	6	19	0	0	5
	20	0.70	0.75	0.38	30	13	6	19	0	0	5
	25	0.65	0.75	0.35	30	13	6	19	0	0	5
	30	0.54	0.75	0.35	38	13	6	19	0	0	5
2.2	15	0.65	0.75	0.38	30	13	6	19	5	0	6
	20	0.65	0.75	0.38	38	13	6	19	6	0	6
	25	0.54	0.75	0.35	38	13	6	19	8	0	10
	30	0.46	0.75	0.35	38	16, 13 + 3.7 ^e	6	19	8	0	10
3.1	15	0.65	0.65	0.40	30	13	6	19	5	0	6
	20	0.55	0.65	0.40	38	13	6	19	5	0	6
	25	0.54	0.65	0.35	38	13	6	19	8	0	10
	30	0.46	0.65	0.35	38	16, 13 + 3.7 ^e	7	19	8	0	10
3.2	15	0.60	0.65	0.40	30	13	6	19	6	0	7
	20	0.54	0.65	0.40	38	13	6	19	6	0	7
	25	0.51	0.65	0.40	38	16, 13 + 3.7 ^e	7	19	6	0	7
	30	0.46	0.65	0.38	38	16, 13 + 3.7 ^e	7	19	6	0	7
3.3	15	0.51	0.65	0.40	30	13	6	19	7	0	8
	20	0.45	0.65	0.40	38	13	6	19	7	0	9
	25	0.40	0.65	0.40	38	16, 13 + 3.7 ^e	7	19	7	0	9
	30	0.40	0.65	0.40	38	19, 13 + 8.1 ^e	9	19	7	0	9
3.4	15	0.45	0.60	NR	38	13	6	19	8	5, 2 ft	11
	20	0.37	0.60	NR	38	13	6	19	8	6, 2 ft	13
	25	0.37	0.60	NR	38	19, 13 + 8.1 ^e	9	19	8	6, 2 ft	13
	30	0.37	0.60	NR	38	19, 13 + 8.1 ^e	9	30	8	6, 2 ft	13
4	15	0.45	0.60	NR	38	13	8	19	8	5, 2 ft	11
	20	0.37	0.60	NR	38	13	8	19	9	6, 2 ft	13

	25	0.37	0.60	NR	38	19, 13 + 8.1 ^e	10	19	9	6, 2 ft	13
	30	0.37	0.60	NR	38	19, 13 + 8.1 ^e	10	30	9	6, 2 ft	13

For SI: 1 foot = 304.8 mm.

- a. *R*-values are minimums. *U*-factors and SHGC are maximums. R-19 shall be permitted to be compressed into a 2 x 6 cavity.
- b. The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
- c. R-5 shall be added to the required slab edge *R*-values for heated slabs.
- d. The total *R*-value may be achieved with a combination of cavity insulation and insulating sheathing that covers 100% of the exterior wall.
- e. The wall insulation may be the sum of the two values where the first value is the cavity insulation and the second value is insulating sheathing. The combination of cavity insulation plus insulating sheathing may be used where structural sheathing covers not more than 25% of the exterior wall area and insulating sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25% of exterior wall area then the wall insulation requirement may only be satisfied with the single insulation value.

Amend Table N1102.1.2 to read as follows:

**TABLE N1102.1.2
EQUIVALENT U-FACTORS^a**

CLIMATE - SUB CLIMATE ZONE	MAX GLAZED AREA TO WALL AREA RATIO	MAX GLAZED FENESTRATION U-FACTOR	MAX SKYLIGHT U-FACTOR	MAX CEILING U-FACTOR	MAX WOOD FRAME WALL U-FACTOR	MAX MASS WALL U-FACTOR	MAX FLOOR U-FACTOR	MAX BASEMENT WALL U-FACTOR	MAX CRAWL SPACE WALL U-FACTOR
2.1	15	0.75	0.75	0.039	0.082	0.124	0.047	0.360	0.136
	20	0.70	0.75	0.034	0.082	0.124	0.047	0.360	0.136
	25	0.65	0.75	0.034	0.082	0.124	0.047	0.360	0.136
	30	0.54	0.75	0.030	0.082	0.124	0.047	0.360	0.136
2.2	15	0.65	0.75	0.034	0.082	0.124	0.047	0.210	0.100
	20	0.65	0.75	0.030	0.082	0.124	0.047	0.210	0.100
	25	0.54	0.75	0.030	0.082	0.124	0.047	0.119	0.065
	30	0.46	0.75	0.030	0.071	0.124	0.047	0.119	0.065
3.1	15	0.65	0.65	0.034	0.082	0.124	0.047	0.210	0.100
	20	0.55	0.65	0.030	0.082	0.124	0.047	0.210	0.100
	25	0.54	0.65	0.030	0.082	0.124	0.047	0.119	0.065
	30	0.46	0.65	0.030	0.071	0.112	0.047	0.119	0.065
3.2	15	0.60	0.65	0.034	0.082	0.124	0.047	0.179	0.075
	20	0.54	0.65	0.030	0.082	0.124	0.047	0.179	0.075
	25	0.51	0.65	0.030	0.071	0.112	0.047	0.179	0.075
	30	0.46	0.65	0.030	0.071	0.112	0.047	0.179	0.075
3.3	15	0.51	0.65	0.034	0.082	0.124	0.047	0.149	0.061
	20	0.45	0.65	0.030	0.082	0.124	0.047	0.149	0.058
	25	0.40	0.65	0.030	0.075	0.112	0.047	0.149	0.058
	30	0.40	0.65	0.030	0.061	0.094	0.047	0.149	0.058
3.4	15	0.45	0.60	0.030	0.082	0.124	0.047	0.119	0.083
	20	0.37	0.60	0.030	0.082	0.124	0.047	0.119	0.152
	25	0.37	0.60	0.030	0.061	0.094	0.047	0.119	0.152
	30	0.37	0.60	0.030	0.061	0.094	0.033	0.119	0.152
4	15	0.45	0.60	0.030	0.082	0.102	0.047	0.119	0.083
	20	0.37	0.60	0.030	0.082	0.102	0.047	0.089	0.152
	25	0.37	0.60	0.030	0.061	0.087	0.047	0.089	0.152
	30	0.37	0.60	0.030	0.061	0.087	0.033	0.089	0.152

- a. Nonfenestration *U*-factors shall be obtained from measurement, calculation or an approved source.

Amend Section N1102.3.2 Glazed fenestration SHGC. to read as follows:

N1102.3.2 Glazed fenestration SHGC. An area-weighted average of fenestration products more than 50 percent glazed shall be permitted to satisfy the solar heat gain coefficient (SHGC) requirements. In sub climate zones 2.1, 2.2, 3.1, 3.2 and 3.3 the maximum area-weighted average and the maximum SHGC shall not exceed 0.40.

Add Section N1102.2.11. Insulation installed in walls. to read as follows:

N1102.2.11. Insulation installed in walls. Insulation batts installed in walls shall be totally surrounded by an enclosure on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing or other equivalent material approved by the building official.

Amend Section N1102.3.3 Glazed fenestration exemption. to read as follows:

N1102.3.3 Glazed fenestration exemption. Up to 1 percent of glazed fenestration per dwelling unit shall be permitted to be exempt from *U*-factor and SHGC requirements in Section 402.1.

Amend Section N1102.3.5 Thermally isolated sunroom *U*-factor. to read as follows:

N1102.3.5 Thermally isolated sunroom. New windows and doors separating the sunroom from conditioned space shall meet the building envelope requirements.

Amend Section N1102.3.6 Replacement fenestration. to read as follows:

N1102.3.6 Replacement fenestration. Where some or all of an existing fenestration unit is replaced with a new fenestration product, including sash and glazing, the replacement fenestration unit shall meet the applicable requirements for *U*-factor in Table N1102.3.7.

Exceptions:

1. Replacement skylights shall have a maximum *U*-factor of 0.60 when installed in all sub climate zones except for 2.1.
2. For buildings constructed in conformance with an energy code as required by State of Texas Senate Bill Number 5, 77th Legislature, replacement fenestration units may comply

with the original construction documents or applicable U-factor in N1102.1.

Add Section N1102.3.7 Prescriptive path for additions. to read as follows:

N1102.3.7 Prescriptive path for additions. As an alternative to demonstrating compliance, additions with a conditioned floor area less than 500 square feet (46.5 mm) to existing single-family residential buildings and structures shall meet the prescriptive envelope criteria in Table N1102.3.7 for the sub climate zone applicable to the location. The U-factor of each individual fenestration product (windows, door and skylights) shall be used to calculate and area-weighted average fenestration product U-factor for the addition, which shall not exceed the applicable listed values in Table N1102.3.7. For additions, other than sunroom additions, the total area of the fenestration products shall not exceed 40 percent of the gross wall and roof area of the addition. The R-values for opaque thermal envelope component shall be equal to or greater than the applicable listed values in Table N1102.3.7.

Conditioned sunroom additions shall maintain thermal isolation; shall not be used as kitchens or sleeping rooms.

In sub climate zones 2.1, 2.2, 3.1, 3.2, and 3.3 the combined solar heat gain coefficient (the area weighted average) of all glazed fenestration products used in additions and as replacement windows in accordance with this section shall not exceed 0.40.

Add Table N1102.3.7 PRESCRIPTIVE ENVELOPE COMPONENT CRITERIA ADDITIONS TO AND REPLACEMENT WINDOWS FOR EXISTING DETACHED ONE-AND TWO-FAMILY DWELLINGS to read as follows:

**Table N1102.3.7
PRESCRIPTIVE ENVELOPE COMPONENT CRITERIA
ADDITIONS TO AND REPLACEMENT WINDOWS FOR EXISTING DETACHED
ONE- AND TWO-FAMILY DWELLINGS^d**

SUB CLIMATE ZONES	MAXIMUM	MINIMUM					
	Fenestration U-factor	Ceiling R-value ^{a,e}	Wall R-value ^e	Floor R-value	Basement wall R-value ^b	Slab perimeter R-value	Crawl space wall R-value
2.1	0.75	R-26	R-13	R-11	R-5	R-0	R-5
2.2, 3.1, 3.2, 3.3 and 3.4	0.50	R-30	R-13	R-19	R-8	R-0	R-10
4	0.50	R-38	R-13	R-21	R-10	R-0	R-19

- a. "Ceiling R-value" shall be required for flat or inclined (cathedral) ceilings. Floors over outside air shall meet "Ceiling R-value" requirements.
- b. Basement wall insulation to be installed in accordance with Section N1102.2.6.
- c. "Crawl space wall R-value" shall apply to unventilated crawl spaces only. Crawl space insulation shall be installed in accordance with Section N1102.2.8.
- d. Sunroom additions shall be required to have a maximum fenestration U-factor of 0.5. in all sub climate zones except sub climate zone 2.1. In all sub climate zones, the minimum ceiling R-value for sunroom additions shall be R-19 and the minimum wall R-value shall be R-13.

SECTION 2. All other ordinances and parts of ordinances in conflict with this ordinance shall be, and the same is hereby repealed, but the repeal of such ordinances or parts of ordinances shall not affect any right, property or claim which was or is vested in the Town of Addison, Texas, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this ordinance shall take effect. Nor shall said repeals, amendments or changes effect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this ordinance shall take effect under any of the ordinances or sections thereof so repealed.

SECTION 3. In the event that any section, paragraph, subdivision, clause, phrase, or provision of this ordinance or the International Residential Code, 2006 Edition, or revisions thereof, adopted herein shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance or of the International Residential Code, 2006 Edition, or revisions thereof as a whole or any part of provision other than the part so decided to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any provision of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined an amount not to exceed five hundred dollars (\$500.00), and each and every day that the prohibited condition remains shall constitute a separate offense.

SECTION 5. That this ordinance shall become effective from and after its adoption.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the _____ day of _____, 2008.

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

MAYOR

ATTEST:

CITY SECRETARY

OFFICE OF THE CITY SECRETARY

ORDINANCE NO.

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS REPEALING ORDINANCE 006-012 RELATING TO A FIRE CODE, AMENDING CHAPTER 38 (FIRE PREVENTION AND PROTECTION) OF THE CODE OF ORDINANCES OF THE TOWN BY ADOPTING THE 2006 EDITION OF THE INTERNATIONAL FIRE CODE INCLUDING ALL APPENDICES THERETO, THEREBY PRESCRIBING REGULATIONS GOVERNING THE SAFETY OF LIFE AND PROPERTY FROM FIRE AND RELATED CONDITIONS; ESTABLISHING A FIRE PREVENTION DIVISION, PROVIDING OFFICERS THEREFOR AND DEFINING THEIR DUTIES AND POWERS; AMENDING THE SAID 2006 INTERNATIONAL FIRE CODE AS SET FORTH HEREIN; PRESCRIBING REGULATIONS GOVERNING THE OPERATION OF THE FIRE DEPARTMENT; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF \$2,000 FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE PROVIDING AN EFFECTIVE DATE.

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

Section 1. Amendments; Repeal.

A. The Code of Ordinances of the Town of Addison, Texas is hereby amended in the following particulars, and all other chapters, sections, subsections, paragraphs, sentences, phrases and words of the said Code are not amended but are hereby ratified, verified, approved and affirmed.

1. Chapter 38 (Fire Prevention and Protection) is amended as set forth in Exhibit 1 attached hereto and incorporated herein.

Section 2. Savings. This Ordinance shall be cumulative of all other ordinances of the City affecting fire prevention, protection, and safety and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance; provided, however, that any complaint, liability, action, cause of action, or claim which, prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to any ordinance or portion of the Code of Ordinances repealed hereby, shall continue to be governed by the provisions of those

repealed ordinances or portions of the Code, and for that purposes such ordinances or portions of the Code shall be deemed to remain and shall continue in full force and effect.

Section 3. Penalty; Injunctive Relief. It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount of not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues. In addition to and cumulative to all other penalties, the Town of Addison shall have the right to seek injunctive relief for any and all violations of this Ordinance.

Section 4. Severability. The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall become effective from and after its date of passage and publication as provided by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this _____ day of _____, 2008.

Joe Chow, Mayor

ATTEST:

By: _____
Mario Canizares, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

EXHIBIT 1

ARTICLE I: IN GENERAL

Sections 38-1 to 38-30 RESERVED

ARTICLE II: FIRE CODE

DIVISION 1. GENERALLY

Section 38-31 ADOPTION

There is hereby adopted by the Town of Addison, for the purpose of prescribing regulations governing the safety of life and property from fire and related conditions, that certain code known as the International Fire Code (for purposes of this Chapter 38, "Code"), including all appendices thereto, in particular the 2006 edition thereof, published by the International Code Council, Inc., hereinafter known as the "Fire Code" or the "Code", and the whole thereof except for such portions as are modified herein, and the same are incorporated as fully as if set out at length herein. From the date on which this Ordinance shall take effect, the provisions herein shall be controlling within the corporate limits of the Town of Addison, Texas.

Section 38-32 DEFINITIONS

Words, terms and phrases when used herein and in the code shall have the meanings ascribed to them by the Code unless otherwise expressly stated or unless the context clearly indicates a different meaning. Terms not defined by the Code shall have ordinarily accepted meanings such as the context implies.

The definition of "high-rise building" shall be added to Section 202 of the code and shall mean: A building having any floor used for human occupancy located more than 55 feet (16764 mm) above the lowest level of fire department vehicle access.

- (a) Any and all references in the code to high-rise buildings shall be assumed to have this meaning regardless of any other height specified.

Section 38-33 ENFORCEMENT

(a) The Fire Code shall be administered and enforced by the Fire Prevention Division of the Fire Department of the Town of Addison, said Division is hereby established and shall be operated under the supervision of the Fire Chief.

(b) The person in charge of the Fire Prevention Division, known as the Fire Prevention Chief, shall be appointed by the Fire Chief on the basis of proper qualifications.

(c) With the approval of the Fire Chief, the Fire Prevention Chief may appoint such qualified persons to the Fire Department as shall be necessary to serve as Inspectors. Each Inspector so assigned shall be authorized to enforce the provisions of the Fire Code as set forth in

Section 103.3 of the Code. The Fire Chief may recommend to the City Manager the employment of technical specialists, who, if such authorization is made, shall be appointed on the basis of proper qualifications.

(d) Members of the Fire Prevention Division shall inspect, as often as may be necessary, any building, property, place or thing in the Town in accordance with Section 104 and other relevant sections of the Fire Code.

(e) Section 104.10 of the Code shall be amended to read:

Fire Investigations. The Fire Prevention Division is authorized to investigate promptly the cause, origin and circumstances of each fire occurring in the jurisdiction involving injury or loss of life to a person or damage or destruction of property. Such investigation shall be limited to the cause and origin of the fire. If, in the opinion of the assigned fire investigator such fire is of suspicious origin, the fire investigator shall immediately contact members of the Addison Police Department's Criminal Investigation Division. Said Police Investigators shall assume the criminal portion of the investigation and pursue it to its conclusion in accordance with the penal code with such assistance at the fire scene as may be necessary by the Fire Prevention Division.

(f) Section 109.3 of the Code shall be amended by the addition of:

a) Members of the Fire Prevention Division may issue citations or file complaints in Municipal Court as necessary for violations of the Fire Code or this Ordinance. Each day a violation continues shall be deemed a separate offense. Said violations shall be punishable by payment of a fine not to exceed \$2000.00 dollars as determined by the Municipal Judge of the Town of Addison.

Section 38-34 HAZARDOUS MATERIALS AND FALSE ALARM RESPONSE AND REMUNERATION

(a) HAZARDOUS MATERIAL RELEASE: Any party(ies) who accidentally, negligently or intentionally causes or is responsible for a spill of hazardous material as defined in the Code which affects public or private property within the Town, shall be liable for the payment of all costs incurred by the Town in the effort to mitigate and abate the hazard. The remedy provided by this Section shall be in addition to any other remedies provided by law.

(b) RECOVERABLE COSTS: For the purposes of this chapter, costs incurred by the Town shall include, but not be limited to, all actual out-of-pocket expenses attributable to the abatement or clean up of the hazardous material(s), including costs of equipment operations, costs of materials utilized, costs of third party specialists, experts or contract labor not in the full time employment of the Town, overhead costs, overtime costs and any other incidental costs incurred by the Town. Basic costs associated with Fire Department services shall be Four Hundred Dollars (\$400.00) per hour for each engine or truck company and Two Hundred Dollars (\$200.00) per hour for each medical unit.

(c) FALSE FIRE ALARMS: If, within a calendar year, the Addison Fire Department responds to three false fire alarms at the same address, the owner or manager of the property

shall be assessed a fee of \$300.00 for each and every subsequent false alarm response during the remainder of the calendar year. **False fire alarms caused by failure to properly maintain a fire protection system, or by negligence on the part of the property owner, manager, agents or contractors may be assessed per occurrence.**

Section 38-35 to 38-50 Reserved

DIVISION 2. DELETIONS, AMENDMENTS AND MODIFICATIONS

Sec. 38-51 Generally

The 2006 edition of the International Fire Code is modified by the deletions, amendments and modifications provided for in this division.

Section 38-52 Permits

Section 105.1 of the Code shall be amended to read:

Scope. Permits, and the requirement thereof, shall be in accordance with Section 105 or as determined by the Fire Prevention Chief

Section 38-53 Provisions for Fire Safety

(a) Section 304.1 of the Code shall be amended to read:

Waste Material. Accumulations of any type of waste or scrap material shall not be allowed to remain in any location where, in the opinion of the Fire Prevention Chief, they may constitute a fire and life-safety hazard or impede Fire Department operations.

(b) Section 307.1 of the Code shall be amended to read:

General. Open burning, including recreational or ceremonial, fires shall not be permitted in the Town of Addison.

Exception: Outdoor cooking is permitted and shall be in accordance with Section 308.3.1

(c) **Section 401.3.1 Shall be amended to read;**

False Alarms and Reports. It shall be unlawful for a person, *device or system* to give, signal or transmit a false fire or medical alarm.

(d) Section 503.1 Shall be amended to read.

Where required. Fire lanes and other emergency access routes shall be provided in accordance with Sections 503.1.1 through 503.1.3 or as approved by the Fire Prevention Chief.

(e) Section 503.2.1 of the code shall be amended to read:

Dimensions. Fire lanes and other emergency access routes shall have an unobstructed width of not less than 24-feet and an unobstructed vertical clearance

of not less than 14-feet. Turning radii, weight capacity, marking and all other dimensions or factors affecting fire lanes or emergency access routes shall be as specified in the Code or as approved by the Fire Prevention Chief.

(f) Section 901.6.1 of the code shall be amended to read:

Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the reference standards listed in Table 901.6.1 or at intervals determined by the Fire Prevention Chief.

(g) Section 901.7 of the code shall be amended to read:

Systems out of service. Where a fire protection system is out of service for any reason, or in the event of an excessive number of activations, the fire department shall be notified immediately and, where required by the Chief, a fire watch shall be provided until the fire protection system has been repaired and returned to service.

(h) Section 903.1.1 is deleted in its entirety

(i) Section 903.2 of the code shall be amended to read:

Where required. An approved automatic fire sprinkler system shall be installed as follows:

1) In all buildings of any area, size or occupancy built, added to or moved into the Town of Addison after December 8, 1992. In the case of an addition to an existing structure **or space** an approved automatic fire sprinkler system shall be installed in the addition and the existing structure **or space**.

Unless otherwise required in the code, the following exceptions apply:

Exception 1: Detached Group U occupancies that do not exceed 500 square feet in area and are located six feet from any other building.

Exception 2: Open parking garages of noncombustible construction that have no other types of occupancies located above the garage.

Exception 3: Existing, unsprinklered, single-family detached dwellings which are added to for the purpose of increasing livable area.

Exception 4: Covered walkways or open canopies above fuel dispensing pumps, bus stops or other similar structures intended only for the temporary protection of persons from inclement weather but not including covered patios attached to buildings.

Exception 5: Group S-2 occupancies used only for the storage or parking of aircraft. (NOTE: All aircraft hangars are subject to the provisions of NFPA 409.)

2) In any existing building or space, remodeled or reconstructed after the effective date of this ordinance, where the work performed exceeds 33% of both the square footage and the dollar value of the building or space.

3) In the attic of any building required by this section to have a fire sprinkler system, except the attics of single family dwellings on fee simple lots.

4) In the occupancies and locations set forth in Section 903 of the Fire Code

(j) Section 903.2.1.2 #1 Shall be amended to read:

1. The fire area exceeds 1500 Square feet.

(k) Section 903.3.1.1 shall be amended to read:

NFPA-13 sprinkler systems. Where the provisions of this ordinance require that a building or portion thereof be equipped with an automatic fire sprinkler system, sprinklers shall be installed in accordance with the appropriate version of NFPA-13. Additionally, sprinkler coverage will include all bathrooms and closets, regardless of size or use; except as provided in Sections 903.3.1.1.1 exceptions (1) & (2). **Sprinklers will also be installed on covered balconies and porches.**

(l) Section 903.4 of the Code shall be amended to read:

Sprinkler system monitoring and alarms. All valves controlling the water supply and all water flow alarm switches on fire sprinkler systems shall be electronically supervised and monitored by an approved fire alarm monitoring agency, regardless of the number of sprinkler heads served.

Exception. Fire sprinkler valve and alarm monitoring for single family dwellings on fee simple lots shall be at the discretion of the property owner.

(m) Section 904.2 shall be amended to read:

Generally. Other types of fire extinguishing systems shall not be installed as an alternative to or replacement for required automatic fire sprinkler systems. Alternative systems may only be installed to supplement required fire sprinkler systems.

(n) Section 905.1 of the Code shall be amended to read:

Generally. Standpipe systems shall be provided as set forth in this section or as required by the Prevention Chief

(o) Section 3301.1 of the Code shall be amended to read:

Scope. The manufacture, possession, storage, sale, transportation, use and/or handling of explosive materials of any type is prohibited in the Town of Addison except as noted below:

Exception 1. Explosive materials used by the armed forces of the United States or other governmental agencies acting in an official capacity.

Exception 2. The possession, use and storage of small arms ammunition in accordance with Section 3306 of the Code.

Exception 3. Approved construction or demolition projects for which a permit has been obtained and where all necessary safety precautions are reviewed by the Fire Department and observed on site.

(p) Section 3308.1 of the Code is hereby amended to read:

Generally. The manufacture, possession, storage, sale, transportation, use and/or handling of fireworks or pyrotechnic material of any type is prohibited in the Town of Addison except as noted below:

Exception. Approved events organized and conducted by licensed fireworks and pyrotechnic professionals where all necessary safety precautions are reviewed by the Fire Department and observed on site.

(q) Section 3404 of the Code shall be amended by the addition of:

3404.1 Location. Facilities storing hazardous, flammable or combustible liquids or materials in excess of the quantities listed in Table 2703.1.1, that are installed or relocated after the adoption of this provision, may only be located as approved by the Fire Prevention Chief.

(r) Section 3404.3.8 of the Code is hereby amended to read:

Liquid Storage Warehouses. The storage of flammable liquids in the manner defined by the Code as a "liquid storage warehouse" is prohibited in the Town of Addison.

*** END ***

#R15

M E M O R A N D U M

April 22, 2008

To: Ron Whitehead, City Manager
From: Chris Terry, Assistant City Manager
Re: Addison's Sustainability Philosophy

Background:

A combination of forces, including unprecedented population growth, economic expansion, upward mobilization trends, and ever-higher energy prices, particularly fossil fuels, are stressing the earth's resources and society's ability to maintain our current standard of living. Further, it has become increasingly clear that many of these challenges are falling to local government to solve. Cities that act with innovation, creativity, foresight, and practicality to reasonably address these challenges will likely enjoy economic advantages over other communities and lead the way for others to follow.

In October 2007 the Addison City Council participated in a discussion of sustainability with the goal of devising a philosophy that could be practically applied to Addison as an organization and our community. In addition, the City Council received its final recommendation from the Citizen Advisory Committee – Environmental Committee in September of 2007 which called for further investigation of a number of environmentally focused initiatives for the community. Since that time, the staff has been pursuing a variety of activities and programs aimed at advancing sustainable initiatives for Addison. However, it is appropriate now for the City Council to reconsider the tenets of sustainability and formally adopt a sustainability philosophy to further the Town's efforts in this regard.

The contemporary usage of the term "sustainability" comprises a wide array of initiatives all intended at maintaining the best outcomes for both human and natural environments now, and into the indefinite future. More simply,

sustainability efforts should be pursued so that we can leave our environment in a better condition than we found it. Definitions abound for sustainability and the popularity of the term has led to competing interpretations all aimed at capturing the spirit and objective of the idea.

The dictionary defines *sustainable* as . . . “capable of being maintained or remaining in existence and to supply with necessities or nourishment.” The term’s common usage in the context of “sustainable communities” grows out of the resources conservation ethic of the 19th and 20th centuries where water, air, soil, and wildlife resources were used, harvested, and managed for multiple and competing purposes (food, fiber, recreation, aesthetics); at a rate that could be naturally replenished and “sustained” over many generations. Therefore, being “sustainable” means the Town is achieving economic prosperity while protecting the planet’s natural systems. Most of the generally accepted definitions of sustainability embrace the concept of meeting the needs of the present without compromising the ability of future generations to meet their own needs. This broad concept can be used to more narrowly identify specific objectives and strategies such as sustainable urban planning, building and development standards, mobility and transportation design, expanded recycling, energy conservation programs, water conservation, etc.

The Town can also expand the sustainable program to include other areas, such as sustaining the high level of quality services Addison provides the community. For example, over the years the Town has promoted the concept of political sustainability, by encouraging residents to attend a Citizen Academy that provides a basic understanding of how the Town works. The Academy has been successful in producing persons who are equipped to serve on the City Council, or on the Planning & Zoning Commission. The Town has also adopted a number of financial policies that help protect the Town’s financial integrity. Finally, recognizing that the Town’s employees are key to its success, the Town has worked to maintain a sustainable compensation and benefits package to attract and retain highly qualified, service-oriented persons.

The following is offered as a working definition for the Addison City Council to consider adopting for the Town of Addison’s Sustainability Philosophy:

Addison will take actions to be a leader in sustainable development and operations that protect and enhance our Town’s quality of life, and will continue to do so for generations. Addison residents, its local government, and the business community will foster, promote, and apply sound environmental practices.

High technology, energy and natural resources conservation, sustainable urban design, building and development standards, and recycling are employed appropriately at every opportunity.

Each day, Addison staff, residents, and businesses make thousands of small decisions that relate to the overall sustainability of the Town. Consequently, no single entity can achieve the City Council's vision alone. Rather, the sustainability vision requires a coordinated and strategic examination of current practices and procedures across the city (see Appendix A). A quick review of the Town's past accomplishments set out in Appendix A, should indicate that Addison has already made substantial progress toward achieving this vision. To a large extent, the Town's programs and activities to date have already resulted in major progress toward transforming Addison into an environmentally sensitive and sustainable community. However, much more can be done and the Town does not intend to rest on its laurels.

What Are Other Cities Successfully Doing to be Sustainable?

The following list is a snapshot of the vast universe of programs other municipalities are pursuing to promote sustainability:

- ✚ City of Austin imposes commercial and multi-family watering restrictions establishing permanent irrigation schedules effective October 2008
- ✚ City of Austin establishes its "Bicycling Program" in 2006 to create more bicycle lanes, widen curb lanes, paths, etc. to integrate bicycling into the city's transportation system
- ✚ City of Chicago institutes its "Green Roof Program" in 2001 to convert commercial roof tops from using heat generating roofing materials to landscaped surfaces adding plants to reduce the "heat island" effect of high density urban areas
- ✚ City of Fort Worth transforms its annual Main Street Arts Festival in 2007 to a model of green events by using specially marked containers to recycle cans and bottles, requiring restaurants on site to use bio-degradable utensils and cups, and contracting with vendors to recapture and recycle 100% of the fat, cooking oil and grease generated by restaurants cooking on site diverting such materials from the city's sanitary sewer system
- ✚ City of Northbrook, Illinois purchases a 3000 gallon ethanol fuel tank in 1999 to become the first local government to totally convert its fleet to bio-diesel
- ✚ City of Dallas adopts "green building" regulations April 2008 to become effective in phases beginning in October 2009
- ✚ City of Rockville, Maryland co-sponsors an Eco-Fair in 2008 (with displays, and information on energy efficiencies, environmental solutions, local green vendors, climate change, watersheds, low impact development stormwater actions) with the city's standing Commission on the Environment

The list of various initiatives is endless and each program is tailored for the unique needs and circumstances of the respective communities.

Next Steps for Addison:

Following Council's adoption of a sustainability philosophy, the Town must have a strategy or action plan to follow that ensures steady progress towards sustainability. To succeed, the approach must be comprehensive and coordinated across our own activities and behaviors, and eventually reach out to individual homes and businesses. Each incremental decision from designing new or renovated buildings to purchasing copy paper, to buying fuel for Town vehicles should be viewed through a "sustainable lens" before committing resources to a particular course of action. Of course, sustainability considerations do not trump all other important Town goals or interests, but sustainability should be viewed as equally important as other factors.

In the coming weeks, Chief Financial Officer Randy Moravec will be formulating and finalizing our sustainability action strategy for presentation during the Council's upcoming goals discussions as part of the 2008-09 budget process. Further, Development Services Director Carmen Moran will serve as staff liaison to the Planning & Zoning Commission's Study of Sustainable Building and Development Standards should the Council decide to charge P&Z with this work.

Conclusion:

We can start today to make the easy changes that move us toward sustainability. There will certainly be challenges to a successful sustainable program. A recent article in ICMA's *Public Management* magazine entitled, "Going Green" offers the following advice for municipalities working through "the green" movement:

- ✚ Not everyone shares the same perspective, but moving toward green works best as a consensus process.
- ✚ You can't believe everything you hear; this stuff is complex and some of it will change; yet we make many decisions with less than perfect certainty and there is a solid case for acting now.
- ✚ Long-term threats will compete with short-term needs, but we are in it for the long term.
- ✚ We need to help people understand that action will involve pain, but we can manage it to make it a success.

Appendix A

The Town of Addison's Current Sustainable Actions

The following compilation offers a brief summary of some of the activities on-going by the Town of Addison departments:

Public Works

- ✚ Single-family recycling program
- ✚ Water conservation – We are in Phase I of the Drought Contingency Plan which is primarily informational. We ask customers to not water during the day. We are going to emphasize installation of irrigation rain/freeze detectors and possibly low flow commodes.
- ✚ “Ask for a Glass” water conservation public information campaign is on website
- ✚ Stormwater Pollution Prevention Program – silt fencing, construction entrances, etc. help keep creek water cleaner.
- ✚ LED lights used in traffic signalization system and have received COG funding approval (but money is not available yet) to install throughout the rest of the Town. These systems use less energy and last longer.
- ✚ Construction projects – recycle asphalt where possible and crush old concrete where possible.

General Services/Fleet

- ✚ The Town's fleet will include 8 hybrid electric vehicles and one Flex-Fuel vehicle by fiscal-year end. We currently have five (5) Electric Hybrids and one (1) Flex Fuel vehicle. Three (3) more Electric Hybrids on order for a total of 8 by the end of summer 2008. These vehicles are currently being used in the following capacities: Fire Prevention has 2, General Services – Facilities – 1, Public Works Inspection – 1, Public Works Utilities – 1, Police – CID – 1 and awaiting delivery on two (2) for Developmental Services – Building Inspection, one (1) for Airport Operations.
- ✚ We were one of the first cities to adopt the Clean Air Policy of the North Central Texas Council of Governments. By adopting the Clean Fleet Vehicle Policy, the Town agrees to certain conditions with regard to vehicle acquisition, operations, maintenance and compliance verifications, all of which have been designed with having an impact on cleaner air and improving air quality in the Dallas Ft. Worth region.

General Services/Facilities

- ✚ As in previous years, we continue to use energy efficient lighting and retrofit light bulbs and/or fixtures with more energy efficient units if circumstances allow. When replacing or repairing any piece of equipment, we always look at using products that are more energy efficient. All new buildings and upgrades will meet sustainable standards where applicable. As of 2007, the following projects were included in our report to the State Energy Conservation Office (SECO), since the passing of Senate Bill 5; we report our impact towards reducing energy on annual basis to SECO.
 1. Replaced several windows in three of our facilities with low-E replacement units.
 2. Rebuilt three showers at fire station # 2 utilizing water saving fixtures.
 3. Replaced two 10+ year old water heaters with energy efficient units.
 4. Replaced three HVAC condensing units and one air handler with higher SEER energy efficient units.
 5. Replaced numerous incandescent light bulbs at town facilities with compact fluorescent bulbs.

- ✚ This year we have changed one HVAC condensing unit (to a higher SEER #) at the conference center and one 17 year old hot water heater (although only a 6 gallon unit) at the theatre. Our Carpet project currently in progress is also utilizing materials that contain recycled materials and comply with CRI Green Label Plus Standard. An upcoming wood floor refinishing project at the Athletic Club will use a low odor VOC Compliant Urethane for sealing.

Information Technology

- ✚ Document Management System (reduce paper and saving money on outside storage rental),
- ✚ PC replacement (energy-efficient LCD and PCs (almost 60% energy cost reduction per year per LCD)
- ✚ Online form (reduce paper use and expedite processes)
- ✚ Replacement and consolidation of copiers and printers with energy efficient copiers

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Information Technology – cont.

- ✚ Introducing new technology to improve efficiency and/or increase productivity (e.g. Digital Citation Project, web-enabled permit/inspection module, user-friendly website, CRM (Customer Relationship Management), GIS (Geographic Information System), and Wireless Mesh project at Addison Circle Park)

Development Services/Building Inspections

- ✚ Designed and completed the award-winning Addison Circle development which has become a model for sustainable urban planning throughout the country
- ✚ Joined the US Green Building Council (USGBC)
- ✚ Participating in LEED basic training sessions sponsored by the USGBC
- ✚ Use our recycling containers in our work areas at the Service Center
- ✚ Currently enforce the 2003 International Energy Conservation Code (IECC) and are proposing adopting the 2006 IECC with amendments approved by the State of Texas.

Development Services/Environmental Health

- ✚ Participation in Service Center office paper recycling
- ✚ Tracking of liquid waste generation, transport & proper disposal (grease trap, sand trap, chemical toilets, etc.)
- ✚ Assist Public Works in categorizing & proper reuse, recycling and disposal of household hazardous wastes
- ✚ Regulate discharges to the storm drain (water from pools, spas, special events at Addison Circle Park, etc.)
- ✚ Assist Engineering to ensure that water from fuel farm remediation project is lawfully disposed
- ✚ E-recycling objective in conjunction with Community Garage Sale
- ✚ Assist Public Works in enforcement of SWPPP (storm water pollution prevention program) in relation to silt & erosion control at construction sites.

Special Events

- ✚ Currently recycling plastics in “Special Guest” areas of Taste Addison and KaboomTown
- ✚ Researching how to recycle plastics throughout entire event season (researching other cities and events, purchasing coke bottle shaped receptacles that promote recycling)
- ✚ Researching vendor availability to capture and recycle grease and cooking oil products used at events
- ✚ Researching ways to become more energy efficient for Oktoberfest (non-fuel related way to air-condition tents)
- ✚ Participating in E-recycling event at Garage Sale

Parks & Recreation

- ✚ EarthKind Landscape Management Program – The objective of EarthKind is to combine the best of organic and traditional gardening and landscaping principles to create a horticultural system based on real world effectiveness and environmental responsibility. EarthKind goals include: Landscape water conservation, elimination or limited use and handling of fertilizers and pesticides in the landscape that pollute streams and lakes due to runoff, reduction of yard wastes entering landfills and landscaping for energy conservation. The department adopted this program for all new and refurbished town landscaping based on proven, scientifically based field research from the EarthKind Rose trial gardens in Les Lacs Park. Keep in mind that the two big differences between EarthKind and Sustainable Landscaping is that a ditch full of Johnson Grass is sustainable, but EarthKind must be aesthetically pleasing to the typical homeowner/gardener, and it is scientifically backed up by research, while sustainability is often a coined feel good term.
- ✚ Landscape regulations – updated the landscape regulations to encourage sustainable landscape practices, which includes use of “smart” irrigation controllers that are capable of being programmed to water based on evapotranspiration, or the rate of evaporation from the soil and plants. The regulations also require irrigation designs that focus on conserving water, which includes using microirrigation and use of native trees and plants.

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Parks & Recreation – cont.

- ✚ Solar irrigation controllers – the department has also been using solar irrigation controllers primarily where electric power is not available; however, due to the successful functionality of these controllers, the department will begin using them regardless of available electrical sources.
- ✚ The Parks Department plans to implement chipping of green and woody landscape trimmings for landscape mulch using the chipper that the Public Works department will receive from the grant award. Of course our primary challenge here is having suitable site to store unsightly materials.
- ✚ Continue to expand the Town’s existing hike and bike trail system with plans to connect the system across Belt Line Road to the existing utility easement trail and on south to the new Vitruvian Park development, through Brookhaven College and across LBJ Freeway.
- ✚ Building Recycling – The Athletic Club has been recycling paper for several years, but recently recycling containers were placed in the Club to collect and recycle plastic bottles that members typically carry with them when working out. In addition the staff is investigating use of non-toxic building maintenance cleaning products. The Club already uses a non-toxic, biodegradable cleansing product that members use to wipe down fitness machines after use. The Club also uses an energy management system for HVAC.

Addison Conference & Theatre Centre

- ✚ Conducted a test with the new compact fluorescent light bulbs to see if they would be a viable option for use in the ACTC facilities. As you are probably aware, these bulbs use significantly less power while lasting far longer than the standard bulbs we currently use. Our concern in switching to the compact fluorescent was two fold; would they give off enough light and, would they give off a good quality light. Our test run was very positive with answers to both questions being yes. As a result of these tests we are in the process of changing all of the lights we can in the ACTC to the compact fluorescent bulbs. A number of our lights are on dimmers which are not compatible with the CF bulb thus, not all of our bulbs will be changed out. This along with the low voltage track lights we use will provide us with good lighting while saving in electrical use costs and bulb replacement costs.

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Addison Conference & Theatre Centre – cont.

- ✚ The Theatre has successfully implemented a recycling program which has been headed up by Andy Gosnell who is part of the WTT staff. They collect both paper and cans and recycle through the Town's program to benefit the Arbor Foundation.

Appendix B

Sustainability Guidelines for Brookhaven Development, City of Addison



Category	General Description	Specific Metric/Details
Site	Include appropriate native plants that need minimal additional irrigation and pest control	Ensure that at least 50% of the landscaping consist of draught tolerant vegetation
	Reduce run-off pollution from conversion of site and construction	Create and execute a plan during the design to control erosion and sedimentation
	Minimize erosion and sedimentation	Create and implement a plan that uses vegetation, grading, and stabilization techniques to prevent erosion and reduce runoff
	Locate project such that 50% of the dwelling units and business entrances are within 1/2 mile of community services by walking route	1) Bank 2) Daycare 3) Civic Center 4) Hair Care 5) Hardware 3) Health Club 4) Laundry 5) Library 6) Pharmacy 7) Medical/ Dental 8) Church 9) Police/Fire 10) Post Office 11) Restaurant 12) School 13) Senior Care 14) Grocery 15) Theatre, or other uses
	Design residential portion of the project to have a minimum density of 20 dwelling units per acre	
	Provide two or more of the following housing types	1) Detached residential 2) Duplex or Townhouse 3) Multi-family dwelling < 4 stories 4) Multi-family 4-9 stories 5) Multi-family > 9 stories
	Use no more than 20% of development footprint for detached surface parking lots	Locate all parking at the side or rear of buildings w/no surface parking lot greater than 2 acres in size
	Principal entries should face a street, square, park, or plaza	
	Building-height-to-street-width proportions should not exceed a ratio of 1:3	
	Continuous sidewalks should be provided on both of all streets to promote pedestrian travel	Exclusively residential streets should not exceed speed limits of 20 mph. Non-residential or mixed use streets should not exceed speed limits of 25 mph
	Locate parks of at least 1/2 acre in size to be within 1/6 mile walking distance of 90% of all residential units	Provide outdoor recreational facilities in parks
	Locate project on an infill site, near existing adequate transit service	
	Locate project on a site served by existing water and sewer infrastructure.	
Locate project on a previously developed site, with street network grid density of 30 centerline miles per sq. mile		

Materials and Waste	Establish facilities to enable recycling of waste generated by occupants: paper, glass, plastics, metal, and cardboard	Ensure that building design contains adequate space and means (e.g. Chutes) for recycling collection areas
	Divert a minimum of 50% of construction debris from disposal in landfills and incinerators, when practical	Salvage materials for reuse in construction, and send additional materials to recycling facilities or charitable organization (e.g. Habitat for Humanity)
	Give preference to materials with manufacturing locations within 500 miles of project	Provide a list of materials which qualify, indicating distance from manufacturing location to project
	Give preference to materials and products made from recycled or rapidly renewable materials	Provide a list of materials which qualify, indicating nature of materials and % of composition

Energy	Perform fundamental commissioning of buildings' energy systems	Verify that all the energy systems in the building are installed, calibrated, and performing to the owner's requirements before occupancy
	Utilize daylight wherever possible	Incorporate daylighting considerations into building orientation, window , and skylight placement, and strategic shading into building design
	Build energy efficient building envelope	Comply with IECC 2006 standard
	Install Energy Star windows, doors, skylights	Specify windows, floors, and skylight with Energy Star Qualified ratings
	Use Energy Star qualified sealing and ensure building is properly sealed	Specify Energy Star qualified sealing
	Choose Energy Star qualified fixtures and bulbs (e.g. compact fluorescent lights) in all common areas and units	Specify lighting that has attained Energy Star certification
	Install lighting controls (motion sensors, daylight sensors, dimmers, and/or timers) in public areas.	N/A
	Buy Energy Star qualified refrigerators/freezers	Specify Energy Star qualified refrigerators/freezers
	Use Energy Star qualified Exit Signs	Specify Energy Star qualified exit sign
	Install Energy Star qualified ceiling fans	Specify Energy Star qualified ceiling fans
	Install insulation levels recommended by Energy Star for their cost effectiveness	Follow or exceed insulation R values as prescribed in IECC 2006.
	Use Energy Star qualified roof insulation	N/A
	Orient buildings so that the longer sides of the building are facing north/south and the shorter sides of the building are facing east/west, as masterplan allows.	
	Do not use CFC based refrigerants in HVAC systems	
Use building architecture to provide solar mitigation, as masterplan allows.		

Water	Minimize use of potable water for irrigation	
	Install automatic rain shut-off mechanism on irrigation systems	Program all irrigation systems on property to shut off when raining
	Install high -efficiency toilets	Specify all toilets that use no more than 1.3 gallons/per/flush, where practical
	Install ultra-efficient sinks/aerators	Specify sinks/aerators that use no more than 1.8 gal/min
	Install ultra-efficient, low-flow showerheads	Specify showerheads that use no more than 1.8 gal/min
	Buy and install Energy Star qualified washing machines	Specify and install Energy Star qualified washing machines
	Buy and install Energy Star qualified dishwashers	Specify and install Energy Star qualified dishwashers
	Use highest-efficiency water heaters or boilers when available or practical	

Indoor Air Quality	Minimize exposure of occupants, indoor surfaces, and ventilation systems to tobacco smoke	Prohibit smoking inside common areas
	Use low off-gassing (low Volatile Organic Compound) adhesives and sealants	Comply with LEED NC 2.2 Guidelines, Credit EQ 4.1
	Use low off-gassing (low Volatile Organic Compound) carpets	Carpets should comply with Green Label Plus program
	Use low off-gassing (low Volatile Organic Compound) paints	VOC limits: Flats 50 g/L Non-Flats 150 g/L
	Monitor ventilation system's ability to maintain adequate IAQ	Install CO2 monitoring devices, outdoor air flow monitoring
	Install CO detectors	Install CO detectors in each unit, mechanical equipment areas, and all common spaces
Use filtration media with a minimum MERV rating of 8		

Memo

Date: April 13, 2008

To: All staff

From: Betsy del Monte

Please review this write-up of the changes made April 9, 2008 to the Dallas Building Code, to be enacted next year. Make special note of two things:

1. While LEED is the basis of some of the items, actual LEED certification is not required (just the documentation)
2. The new energy requirements will cause energy efficient design to be a high priority for all new project designs. Any project going for LEED will have no problem, as the energy requirements are the same as for basic LEED certification. All projects must consider energy efficiency from the start, or there may be challenges in using the conventional (lowest cost) HVAC systems.

Please contact me if you have any questions or concerns about your projects. betsydelmonte@beckgroup.com, 214-303-8464

Note: This is my interpretation; the presentation to City Council can be found at http://www.dallascityhall.com/pdf/OEQ/green_building_ordinance040908.pdf
The actual wording of the ordinance has not been posted yet.

Dallas Green Building Code

Phase 1

Adopted: April 9, 2008

Effective Date: October 1, 2009 (for permit application)

Divided into:

- New Residential Construction
- New Commercial Construction, under 50,000 SF
- New Commercial Construction, 50,000 SF and over

New Residential Construction

Mandatory Measures Effective Oct. 1, 2009

Energy

15% better than the 2006 International Energy Conservation Code (IECC) as shown by:

1. IC3 –Energy Systems Lab, Inc. certificate
2. HERS index of **85**, OR
3. To prove that the 15% requirement has been met, builders can use the following standards for compliance:
 - a. ENERGY STAR
 - b. Green Built North Texas
 - c. LEED H ,or
 - d. Approved equivalent standard

Water

Meet **at least four** of the following water reduction requirements:

1. The average flow rate for all lavatory faucets must be 2.0 gallons per minute
2. The average flow rate for all showerheads must be 2.0 gallons per minute
3. The average flow rate for all toilets must:
 - 3.1. be 1.3 gallons per flush;
 - 3.2. be dual-flush and meet the requirements of ASME A112.19.14; or
 - 3.3. meet the United States Environmental Protection Agency WaterSense specification and be certified and labeled accordingly.
4. ENERGY STAR labeled dishwasher that uses 6.0 gallons or less per cycle
5. ENERGY STAR labeled clothes washers with modified energy factor (MEF) greater than 2.0 and water factor (WF) less than 5.5
6. Utilize drip irrigation emitters for all bedding areas of the landscape plan

Other requirements

1. Cool roofs for slopes 2:12 or less
2. Submittal of checklist from one of the following (for data only, no point requirements):
 - Green Point,
 - Green Communities,
 - Green Built North Texas,
 - LEED H , or
 - Approved equivalent standard

New Commercial under 50,000 SF Mandatory Measures Effective Oct. 1, 2009

Energy

15% better than the 2006 International Energy Conservation Code (IECC) as shown by energy modeling using IRS approved software, such as:

- Equest
- COM-check
- Trane Trace 700
- Energy Plus
- Carrier HAP
- Approved equivalent

Compliance may also be demonstrated by meeting standards of these systems:

- ENERGY STAR
- LEED NC, LEED CS
- Other approved equivalent standard

Water

Use water fixtures 20% more water efficient than required by EP Act 1992

Other requirements

1. Cool roofs for slopes 2:12 or less
2. Outdoor Lighting restriction
3. Building owners will allow utility companies to release annual consumption data to City

New Commercial Buildings 50,000 SF and larger: Mandatory Measures Effective Oct. 1, 2009

Energy

A minimum of 2 points (14% better than ASHRAE 90.1-2004) under the energy and atmosphere credit titled “Optimize Energy Performance”
(These are the minimum points required for LEED certification)

Water

1 point under the water efficiency credit titled “Water Use Reduction (20% Reduction)”

Other requirements

1. A project must achieve 85% of the points required to meet LEED certified level compliance under any of the applicable LEED rating systems or an equivalent system (e.g. in LEED NC v2.2, must achieve at least 22 points)* The three (3) points required above are included in the total required count.
2. Building owners will allow utility companies to release annual consumption data to City, for data collection only.

*While documentation must be provided, formal certification by the USGBC or an equivalent entity is not required.

Dallas Green Building Code

Phase 2

Adopted: April 9, 2008

Effective Date: October 1, 2011

Divided into:

- New Residential Construction
- New Commercial Construction (no size differentiation)

New Residential Construction

Mandatory Measures Effective Oct. 1, 2011

General

All projects must meet* ONE of the following:

- LEED-certifiable* under the LEED for Homes standard,
- Green Built North Texas-certifiable,
- Meet an approved equivalent minimum green building standard certified level

*While documentation must be provided, formal certification by the USGBC, Green Built North Texas or an equivalent entity is not required

Of the certifiable point total for each system, these must be included:

LEED for Homes energy requirements

A minimum of 4 points (performance of ENERGY STAR for homes with a HERS rating of 83 or less) under the energy and atmosphere credit titled "Optimize Energy Performance"

Green Built Certifiable energy requirements (for multi-family)

17.5% better than the 2006 International Energy Conservation Code (IECC) as shown by: IC3 –Energy Systems Lab, Inc. certificate

HERS index of 83, or

Alternatively, prove 17.5% improvement by meeting one of the following standards:

- ENERGY STAR
- Green Built North Texas
- LEED Homes
- Approved equivalent standard

Water, all rating systems

Meet at least four of the following water reduction requirements:

1. The average flow rate for all lavatory faucets must be 2.0 gallons per minute
2. The average flow rate for all showerheads must be 2.0 gallons per minute
3. The average flow rate for all toilets must:
 - 3.1. be 1.3 gallons per flush
 - 3.2. be dual-flush and meet the requirements of ASME A112.19.14, OR
 - 3.3. meet the United States Environmental Protection Agency WaterSense specification and be certified and labeled accordingly
4. ENERGY STAR labeled dishwasher that uses 6.0 gallons or less per cycle
5. ENERGY STAR labeled clothes washers with modified energy factor (MEF) greater than 2.0 and water factor (WF) less than 5.5
6. Utilize drip irrigation emitters for all bedding areas of the landscape plan

New Commercial

Mandatory Measures Effective Oct. 1, 2011

All New Commercial Construction

All proposed projects must be LEED-certifiable*, Green Built North Texas-certifiable or certifiable under an approved equivalent green building standard at the minimum certification level, although formal certification by the USGBC, Green Built North Texas or an equivalent entity is not required

Multifamily developments have the option of using LEED NC, LEED for Homes, Green Built North Texas or an equivalent green building standard

Points required for LEED certifiable must include:

- A minimum of 3 points (17.5% better than ASHRAE 90.1-2004) under the energy and atmosphere credit titled "Optimize Energy Performance"
- 1 point under the water efficiency credit titled "Water Use Reduction (20% Reduction)"

*Requirements are based on LEED NC 2.2, as in effect April 9, 2008

Selected Sustainability Articles

There is a seemingly endless list of current articles/materials embracing Sustainability. The following represents a snapshot of recent key articles that aid in putting the topic into perspective. Care was taken to select articles that were relatively brief in nature, with one exception, and it is listed last.

1. [Beyond Growth: Sustainability And Economic Development](#) 10/07
2. [Realty Times: Sustainability, Latest Quality-Of-Life Measure](#) 2/07
3. [How Green is Your Neighborhood? - TIME](#) 12/07

Comment: There can be a tendency not to fully appreciate the interconnection and potential synergy between key Town initiatives like: Economic development, tourism, housing, quality of life, arts, transportation, sustainability, etc. These are all interrelated, and when addressed with a holistic viewpoint/approach, can produce synergistic results.
– Brad Bradbury

4. [Bank of America | Home | About Bank of America | Environment | Reports and Speeches | Green Monster in a Green City](#)

The following is an excerpt from a speech by Kenneth D. Lewis, CEO and president of Bank of America. The speech was delivered to the Boston Chief Executives' Club.

5. New Study: [THE 2030 BLUEPRINT: Solving Climate Change Saves Billions, Good for the Economy, Jobs](#) April 2008
[DOWNLOAD PDF](#)

The study concludes that, of the energy and climate change solutions proposed today, the one that costs the least and offers the greatest benefits to both the planet and the economy, is energy efficiency in buildings.

6. [EIA - International Energy Outlook 2007 Report](#) May 2007

The International Energy Outlook 2007 (IEO2007) presents an assessment by the Energy Information Administration (EIA) of the outlook for international energy markets through 2030

Council Agenda Item **#R16**

There are no attachments for this Item.

Council Agenda Item **#ES1**

There are no attachments for this Item.

ITEM #R17

There are no Attachments for this Item.