

**Vestavia Hills
City Council Agenda
February 11, 2013
5:00 PM**

1. Call to Order
2. Roll Call
3. Invocation – Steve West, St. Mark United Methodist Church
4. Pledge of Allegiance
5. Announcements and Guest Recognition
6. City Manager’s Report
7. Councilors’ Reports
8. Financial Reports – Melvin Turner, III, Finance Director
9. Approval Of Minutes –January 28, 2013 (Regular Meeting) and January 31, 2013 (Special Meeting)

Old Business

10. Resolution Number 4396 – A Resolution Authorizing The City Manager To Pay Off A Lease For A 2012 Chevrolet Tahoe And Declaring Said Vehicle As Surplus To Allow The Sale And/Or Salvage Of Said Vehicle (*Public Hearing*)
11. Resolution Number 4397 – A Resolution Changing And Adopting A Logo For The City Of Vestavia Hills (*Public Hearing*)

New Business

12. Resolution Number 4398 – A Resolution Approving An Alcohol License For SMT LLC, D/B/A Sol Azteca For The On-Premise Sale Of 020 – Restaurant Retail Liquor, Tomas Sarabia Martinez, Executive (*Public Hearing*)
13. Resolution Number 4399 – A Resolution Authorizing The Mayor And City Manager To Enter Into An Agreement With Berney Office Solutions For Print Management
14. Resolution Number 4400 – A Resolution Accepting A Bid For A Cardiac Monitor/Defibrillator
15. Resolution Number 4401 – A Resolution Declaring Certain Personal Property As Surplus And Directing The Sale/Disposal Of Said Property
16. Resolution Number 4402 – A Resolution Authorizing The Mayor And City Manager To Enter Into An Agreement With Alabama Power Company For The Installation, Operation

And Maintenance Of A Traffic Signal At The Intersection Of Cahaba River Road, Blue Lake Drive And Healthy Way

17. Resolution Number 4403 – A Resolution Authorizing The Filing With ADECA For QECB Bonds And Reimbursement From The City From The Proceeds For Energy Conservation

First Reading (No Action Taken At This Meeting)

18. Resolution Number 4404 – A Resolution Authorizing The Mayor And City Manager To Enter Into A Guaranteed Energy Cost Savings Agreement With Trane US, Inc. (*Public Hearing*)
19. Resolution Number 4405 – A Resolution Accepting A Proposal From The Regional Planning Commission Of Greater Birmingham For Planning Assistance In The Evaluation Of A 1.4 Mile Multi-Modal Trail Along The Cahaba River And Old Overton Road (*Public Hearing*)
20. Resolution Number 4406 – A Resolution Authorizing The City Manager To Hire Six (6) New Police Officers And To Promote Six (6) Existing Officers To The Rank Of Sergeant To Fill Six (6) Desk Sergeant Positions (*Public Hearing*)
21. Resolution Number 4407 – A Resolution Authorizing The City Manager To Hire Five (5) School Resource Officers (“SRO’s”) For Added Security In The Vestavia Hills School System (*Public Hearing*)
22. Ordinance Number 2434 - An Ordinance Transferring The Mayor’s Administrative Duties Authorized In City Ordinances To The City Manager (*Public Hearing*)
23. Citizens Comments
24. Motion For Adjournment

CITY OF VESTAVIA HILLS

CITY COUNCIL

MINUTES

JANUARY 28, 2013

The City Council of Vestavia Hills met in regular session on this date at 5:00 PM. The Mayor called the meeting to order and the City Clerk called the roll with the following:

MEMBERS PRESENT:

Mayor Alberto C. Zaragoza, Jr.
Steve Ammons, Mayor Pro-Tem
George Pierce
John Henley

MEMBERS ABSENT:

Jim Sharp

OTHER OFFICIALS PRESENT:

Randy Robertson, City Manager
Patrick Boone, City Attorney
Rebecca Leavings, City Clerk
Christopher Brady, City Engineer
Danny Rary, Police Chief
Tim Holcomb, Deputy Police Chief
Lt. Kevin York, Police Department
Darrin Estes, IT Director
George Sawaya, Dep. Treasurer
Conrad Garrison, City Planner
Keith Blanton, Building Official
Jim St. John, Fire Chief
Lynn Bonner, Deputy Fire Chief
Conrad Garrison, Land Planner
Darrin Estes, IT Director
Fred Baughman, Economic Dev. Director

Invocation was given by Joe Comer, Horizon Church, followed by the Pledge of Allegiance led by Boy Scout Troop 76.

ANNOUNCEMENTS, GUEST RECOGNITION

- The Mayor welcomed Boy Scouts from Troop 76: Campbell Miller, Will Cook, Quaid Rasmussen, RJ Brooks, Grayson Washburn, Trent Boughner, Hampton

Boles, Sam Cos, Cold Snyder, Nicholas Muscolino, and Collins Morgan who were in attendance for Citizenship Merit Badges.

CITY MANAGER REPORT

- Mr. Robertson introduced several new employees who were in attendance: April Moon, Library; Rick Moody, Library Technology; Katie Elkins, Library; Amber Long, Library; Graham Brown, Fire Department; Robert Daniel Goolsby Fire Department; and Matthew Sorrenson, Public Services.
- Mr. Robertson stated that the Library's "Bards and Brews" will be held on Friday from 6:30 PM to 9 PM.
- The first Seniors Health Fair will be held on February 27 at the New Merkle House.
- The RPCGB will highlight the Highway 31 Redevelopment Plan at their upcoming annual conference.
- Mr. Robertson stated that there will be a Military Family Network meeting on February 17 at the Civic Center.

PROCLAMATION

The Mayor presented a proclamation designating the week of February 3-9, 2013 as "Arbor Week."

COUNCILOR REPORTS

- Mayor Zaragoza stated that the gifts collected for the "Holiday in the Hills Caring Tree" were distributed in Pratt City for the second year. He indicated that the principal of the school sent the City a letter of appreciation for the generosity.
- The Mayor stated that Mr. Sharp is making good progress following his recent surgery. The Council wished Mr. Sharp well in his continued recovery.

PRESENTATION – BIRMINGHAM WATER WORKS

T.M. "Sonny" Jones presented a check in the amount of \$279,000 to the City which represents the Water Works franchising fees for the year.

APPROVAL OF MINUTES

The minutes of the January 14, 2013 (Work Session) and January 14, 2013 (Regular Meeting) were presented for approval.

MOTION Motion to dispense with the reading of the minutes of the January 14, 2013 (Work Session) and January 14, 2013 (Regular Meeting) and approve them as presented was by Mr. Pierce and second by Mr. Henley. Roll Call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mayor Zaragoza – yes
	Motion carried.

OLD BUSINESS

RESOLUTION NUMBER 4391

Resolution Number 4391 – A Resolution Accepting The Dedication Of The Streets Known As Miller Hill Drive and Miller Hill Way In The Miller Hill Subdivision (*Public Hearing*)

MOTION Motion to adopt Resolution Number 4391 was by Mr. Pierce and second was by Mr. Ammons.

Christopher Brady explained that this Resolution offers the public improvements in the Miller Hill Subdivision for acceptance. He stated that the developer will warranty the street for 10% of the original bond amount for an additional year. The street has been inspected and recommendation is for acceptance.

Joe Ethridge, Signature Homes, was in attendance representing this request.

The Mayor opened the floor for a public hearing. There being no one present to address the Council concerning this issue, the Mayor closed the public hearing. There being no further discussion, the Mayor called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mayor Zaragoza – yes
	Motion carried.

RESOLUTION NUMBER 4392

Resolution Number 4392 – A Resolution Accepting A Proposal From Patrick H. Boone For Performing The Duties Of City Attorney For The City Of Vestavia Hills (*Public Hearing*)

MOTION Motion to adopt Resolution Number 4392 was by Mr. Ammons and second was by Mr. Henley.

Mr. Robertson explained that this Resolution retains Mr. Boone's legal services on a flat fee rather than a "per hour" fee which in the end would save the City some money due to the amount of legal hours Mr. Boone has spent on City issues.

Discussion ensued concerning the timing of the request in the middle of the fiscal year, Mr. Boone's preference for payment, if the agreement were on-going in future years and what the City's legal needs would be then.

Mr. Boone stated that he accepted the offer but would be happy either way the Council decides on the issue.

The Mayor opened the floor for a public hearing. There being no one present to address the Council concerning this issue, the Mayor closed the public hearing. There being no further discussion, the Mayor called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – no Mr. Henley – no
Mr. Ammons – no Mayor Zaragoza – no
Motion failed.

RESOLUTION NUMBER 4393

Resolution Number 4393 – A Resolution Authorizing The Mayor And City Manager To Enter Into An Agreement With Shelby County 9-1-1 And Shelby County For Dispatch Services For The City Of Vestavia Hills And To Execute All Actions Necessary To Accomplish Said Transition (*Public Hearing*)

MOTION Motion to adopt Resolution Number 4393 was by Mr. Henley and second was by Mr. Pierce.

Mr. Robertson gave a brief background on this request to move the City's public communications department to Shelby County in order to improve services.

Chief St. John gave an in-depth presentation on the agreement being presented and the reasons why. He showed the advantages of moving the communications department to Shelby County; the costs and actions necessary in order to effect the move, etc.

Mayor Zaragoza stated that this has been a long time in the making. It wasn't possible to work it out in Jefferson County.

The Mayor opened the floor for a public hearing. There being no one present to address the Council concerning this issue, the Mayor closed the public hearing. There being no further discussion, the Mayor called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mayor Zaragoza – yes
Motion carried.

ORDINANCE NUMBER 2428

Ordinance Number 2428 – Rezoning - 312 Montgomery Highway; Rezone from Vestavia Hills R-2 (residential) to Vestavia Hills O-1 (office); Jean Daniel; owner (*Public Hearing*)

MOTION Motion to adopt Ordinance Number 2428 was by Mr. Henley and second was by Mr. Pierce.

Isaac David and David Stuart, brother of the owner of the property, was present in regard to this request.

Mr. Garrison explained the rezoning request for a property located almost across from City Hall for construction of a small medical office building. He stated that his review shows the proposal meets all the City zoning requirements.

Ms. Leavings reported that the Commission voted unanimously to recommend approval of the request.

The Mayor opened the floor for a public hearing. There being no one present to address the Council concerning this issue, the Mayor closed the public hearing. There being no further discussion, the Mayor called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mayor Zaragoza – yes
Motion carried.

ORDINANCE NUMBER 2429

Ordinance Number 2429 – An Ordinance To Repeal Ordinance Number 1688 And Establish A Flood Damage Prevention Ordinance For The City Of Vestavia Hills (*Public Hearing*)

MOTION Motion to adopt Ordinance Number 2429 was by Mr. Ammons and second was by Mr. Henley.

Mr. Brady explained that this Ordinance is the new revision as required by FEMA. He stated that he sent the Council a synopsis of the changes to the ordinance from the previous one and that the City needs to take steps to adopt it prior to the end of February.

Mr. Robertson stated that the City needs to adopt this to remain in the program.

The Mayor opened the floor for a public hearing. There being no one present to address the Council concerning this issue, the Mayor closed the public hearing. There being no further discussion, the Mayor called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Ammons – yes

Mayor Zaragoza – yes

Motion carried.

NEW BUSINESS

RESOLUTION NUMBER 4394

Resolution Number 4394 – A Resolution Approving An Alcohol License For Golden Harvest Culinary, Inc., D/B/A La Catrina Mexican Cantina For The On-Premise Sale Of 020 – Restaurant Retail Liquor, Toshimi Hira, Executive (*Public Hearing*)

MOTION Motion to adopt Resolution Number 4394 was by Mr. Pierce and second was by Mr. Henley.

Mr. Robertson explained that this is a license for a new restaurant.

Toshimi Hira was present in regard to this request. He explained that he is opening a new Mexican restaurant at Dolly Creek Station.

Chief Rary stated that his department has reviewed the applications and found no problems.

The Mayor opened the floor for a public hearing. There being no one present to address the Council concerning this issue, the Mayor closed the public hearing. There being no further discussion, the Mayor called for the question.

MOTION Question called on a roll call vote:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Ammons – yes

Mayor Zaragoza – yes
Motion carried.

RESOLUTION NUMBER 4395

Resolution Number 4395 – A Resolution Authorizing The Mayor And City Manager To Enter Into An Agreement For Retail Consulting Services Utilizing GIS Technology With The Shopping Center Group LLC (TSCG)

MOTION Motion to adopt Resolution Number 4395 was by Mr. Pierce and second was by Mr. Henley.

Mr. Robertson explained that this Resolution authorizes him to execute a contract with The Shopping Center Group for some GIS information to assist Mr. Baughman in his Economic Development endeavors.

Mr. Baughman explained the information that will be provided and how often it would be updated.

MOTION Question called on a roll call vote:

Mr. Pierce – yes

Mr. Henley – yes

Mr. Ammons – yes

Mayor Zaragoza – yes
Motion carried.

FIRST READING (NO ACTION TO BE TAKEN AT THIS MEETING)

The Mayor stated that the following Resolutions and/or Ordinances will be presented at a public hearing at the Council's next regularly scheduled meeting of February 11, 2013 at 5 PM.

- Resolution Number 4396 – A Resolution Authorizing The City Manager To Pay Off A Lease For A 2012 Chevrolet Tahoe And Declaring Said Vehicle As Surplus To Allow The Sale And/Or Salvage Of Said Vehicle (*Public Hearing*)
- Resolution Number 4397 – A Resolution Changing And Adopting A Logo For The City Of Vestavia Hills (*Public Hearing*)

CITIZENS COMMENTS

Patrick Dewees, Asbury Park Place, asked to see the proposed City logo.

EXECUTIVE SESSION

Mayor Zaragoza stated that the Council needed to move into Executive Session in order to discuss pending litigation and then the purchase/sale of property. He explained that the Session is estimated to last approximately 90 minutes and asked Mr. Boone to verify that is a legal reason for an Executive Session.

Mr. Boone concurred and the Mayor opened the floor for a motion.

MOTION Motion for the Council to move into Executive Session for the discussion of pending litigation and the purchase/sale for an estimated 90 minutes was by Mr. Ammons and second was by Mr. Pierce. On a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mayor Zaragoza – yes
Motion carried.

The Council exited the Chamber at 6:18 PM and entered into Executive Session. At 8:45 PM, they re-entered the Chamber and the Mayor called the meeting back to order.

MOTION Motion to adjourn the meeting at 8:45 PM was by Mr. Ammons. Mr. Pierce seconded the motion. Roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mayor Zaragoza – yes
Motion carried.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CITY OF VESTAVIA HILLS
CITY COUNCIL
MINUTES
SPECIAL CALLED MEETING
JANUARY 31, 2013

The City Council of Vestavia Hills met in special session on this date at 4:30 PM following posting/publication as required by Alabama law. The Mayor called the work session to order and the City Clerk called the roll with the following:

MEMBERS PRESENT: Mayor Alberto C. Zaragoza, Jr.
Steve Ammons, Mayor Pro-Tem
George Pierce
John Henley

MEMBERS ABSENT: Jim Sharp

OTHER OFFICIALS PRESENT: Randy Robertson, City Manager
Patrick H. Boone, City Attorney
Rebecca Leavings, City Clerk
Brian Davis, Public Services Director
Christopher Brady, City Engineer
Jim St. John, Fire Chief
Dan Rary, Police Chief

UNANIMOUS CONSENT OF THE AGENDA

The Mayor opened the floor for unanimous consent of immediate consideration and action of all items on the agenda.

MOTION Motion for unanimous consent of the immediate consideration and action of all items on the agenda was by Mr. Pierce and second was by Mr. Ammons. Roll call vote as follows:

Mr. Pierce – yes	Mr. Henley – yes
Mr. Ammons – yes	Mayor Zaragoza – yes

Motion carried.

ORDINANCE NUMBER 2430

Ordinance Number 2430 – An Ordinance To Approve Rescission, Cancellation And Termination Of Contract With Thomas Holdings, LLC For The Purchase Of The Property On Sunview Drive (*Public Hearing*)

MOTION Motion to approve Ordinance Number 2430 was by Mr. Henley. Second was by Mr. Ammons.

Mr. Robertson gave a brief background on the proposed purchase of property on Sunview Drive in order to locate a new City garage/maintenance facility. He stated that the City was allowed 120 days of “due diligence” on the property and during that time, a geo-technical survey showed the property soil to be fill material which increased construction costs on the property approximately \$250,000. He stated that the City didn’t want to put so much into construction costs that would be better spent on the building itself and recommended that the Council terminate the contract.

Mr. Boone gave the provisions of the agreement and stated that the Council can terminate the contract with adoption of this Ordinance.

The Mayor opened the floor for a public hearing. There being no one present to address the Council concerning this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mayor Zaragoza – yes
Motion carried.

ORDINANCE NUMBER 2431

Ordinance Number 2431 – An Ordinance Authorizing The Rescission, Cancellation And Termination Of An Agreement Between Owner And Architect (*Public Hearing*)

MOTION Motion to approve Ordinance Number 2431 was by Mr. Pierce. Second was by Mr. Henley.

Mr. Robertson stated that this Ordinance terminates the contract with the architect who was retained to design the proposed garage/maintenance facility.

The Mayor opened the floor for a public hearing. There being no one present to address the Council concerning this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mayor Zaragoza – yes
Motion carried.

ORDINANCE NUMBER 2432

Ordinance Number 2432 – An Ordinance Authorizing The Negotiation Of A Contract For Architectural Services (*Public Hearing*)

MOTION Motion to approve Ordinance Number 2432 was by Mr. Henley. Second was by Mr. Pierce.

Mr. Robertson stated that this Ordinance authorizes him to negotiate a contract with Mr. Davis for possible locations of a facility in Wald Park. A proposal was included with the Ordinance.

The Council discussed whether or not geo-tech reports should be done before designing the building; that the building footprint would need to be known prior to determination of what should be surveyed for geo-technical information, etc.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mayor Zaragoza – yes
Motion carried.

ORDINANCE NUMBER 2433

Ordinance Number 2433 - An Ordinance Amending Ordinance Number 2394 – Amending A Purchase And Sale Agreement For 7.5 Acres To Capital Growth MedVest, LLC (*Public Hearing*)

MOTION Motion to approve Ordinance Number 2433 was by Mr. Pierce. Second was by Mr. Henley.

Mr. Robertson stated that this Ordinance grants an extension for MedVest on their purchase of property at Patchwork Farms. He explained that the extension, if taken until May, would cost MedVest \$7,500 a month which would not apply to the purchase.

Mr. Boone explained the details of the extension.

Mr. Pierce commended Mr. Baughman on his suggestion of the extension cost provision.

The Mayor opened the floor for a public hearing. There being no one present to address the Council concerning this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mayor Zaragoza – yes
Motion carried.

CITIZEN COMMENTS

The Mayor opened the floor for citizens comments.

Linda Allison, 3001 Asbury Lane, asked that the City pursue the Sunview property for use as a park.

Mr. Ammons stated if the property were donated, that might be an option.

EXECUTIVE SESSION

Mayor Zaragoza stated that the Council needed to move into Executive Session in order to discuss the purchase/sale of property. He explained that the Session is estimated to last approximately 60 minutes and asked Mr. Boone to verify that is a legal reason for an Executive Session.

Mr. Boone concurred and the Mayor opened the floor for a motion.

MOTION Motion for the Council to move into Executive Session for the discussion of the purchase/sale for an estimated 60 minutes was by Mr. Pierce and second was by Mr. Henley. On a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mayor Zaragoza – yes
Motion carried.

The Council exited the Chamber at 5:04 PM and entered into Executive Session. At 6:30 PM, they re-entered the Chamber and the Mayor called the meeting back to order.

ORDINANCE NUMBER 2425

Ordinance Number 2425 – An Ordinance Authorizing The Execution And Delivery Of A Letter Of Intent For The Sale Of Municipal Property (*Public Hearing*)

MOTION Motion to approve Ordinance Number 2425 was by Mr. Pierce. Second was by Mr. Henley.

Mr. Robertson stated that this Ordinance authorizes a letter of intent for the sale of property. He introduced Greg Hess who was present in regard to this request.

Mr. Hess thanked the Council for consideration of this LOI.

The Mayor opened the floor for a public hearing. There being no one present to address the Council concerning this request, the Mayor closed the public hearing and called for the question.

MOTION Question called on a roll call vote:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mayor Zaragoza – yes
Motion carried.

MOTION Motion to adjourn the meeting at 6:35 PM was by Mr. Ammons. Mr. Pierce seconded the motion. Roll call vote as follows:
Mr. Pierce – yes Mr. Henley – yes
Mr. Ammons – yes Mayor Zaragoza – yes
Motion carried.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4396

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PAY OFF A LEASE ON A 2012 CHEVROLET TAHOE TOTALED IN A VEHICLE ACCIDENT; DECLARING SAID VEHICLE AS SURPLUS AND DIRECTING THE SALE/DISPOSAL OF SAID VEHICLE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, AS FOLLOWS:

1. The City Manager is hereby authorized to pay off a promissory note 443.4003270.004, Asset #256954 to SunTrust Equipment Finance & Leasing Corporation in the amount of \$21,856.85 so that the City may obtain a Certificate of Title on the vehicle; and
2. That said 2012 Chevrolet Tahoe VIN #1GNLC2E08CR188122 shall be declared as surplus and the City Manager shall be authorized to sell and/or dispose of said vehicle as per City policy; and
3. Prior to sale, the Certificate of Title of said vehicle shall be submitted to the State of Alabama for a Salvage Title to allow the vehicle to be sold and/or salvaged pursuant to Alabama law; and
4. This Resolution Number 4396 shall be effective immediately upon adoption and/or approval.

DONE, ORDERED, ADOPTED and APPROVED this the 11th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Rebecca Leavings

From: Tim Holcomb
Sent: Wednesday, January 16, 2013 12:34 PM
To: Randy Robertson
Cc: Danny Rary; Rebecca Leavings
Subject: FW: VIN Number
Attachments: Vestavia Hills,Al - 443-4003270-004 rev.pdf; Remittance Instructions.pdf

Mr. Robertson,

Please see attached pay off quote on Police Unit 104 which was a total loss from a vehicle accident. We are requesting that the balance owed on this vehicle be paid in full, a salvage title be obtained and the vehicle sold. Since these are unbudgeted funds, this requires approval from the City Council. We are requesting that Ms. Leavings include this item on the agenda for the January 28th meeting for first read. Please note that the payoff amount is only good through February 15.

Respectfully,

Deputy Chief Tim Holcomb
Vestavia Hills Police Department
513 Montgomery Highway
Vestavia Hills, AL 35216
Office- (205)978-0111



From: George A. Sawaya
Sent: Wednesday, January 16, 2013 9:45 AM
To: Danny Rary; Tim Holcomb; Rebecca Leavings; Rita Hosmer
Subject: FW: VIN Number

Attached payoff quote from SunTrust on the 2012 Chevy Tahoe.

George A. Sawaya
Asst. Finance Director
205-978-0127

From: McClain.Wanda.D [<mailto:Wanda.D.Mcclain@SunTrust.com>]
Sent: Wednesday, January 16, 2013 9:39 AM
To: George A. Sawaya
Subject: RE: VIN Number

Good Morning George,

1/16/2013

SunTrust Equipment Finance & Leasing Corp.
Hampton Plaza
300 E. Joppa Road, 7th Floor
Towson, Maryland 21286

Wanda McClain
Client Services Representative
(410) 307-6712 (Telephone)
(410) 307-6713 (Facsimile)
Wanda.D.McClain@Suntrust.com



January 16, 2013

George Sawaya
Vestavia Hills, AL, City of
513 Montgomery Highway
Vestavia Hills, AL 35216
VIA EMAIL: asst.trea@ci.vestaviahills.al.us

RE: Promissory Note 443.4003270.004
("Promissory Note"), Asset #256954, by and between
SunTrust Equipment Finance & Leasing Corp
("Lender"), and Vestavia Hills, AL, City of
("Borrower").

Dear George:

Lender agrees to relinquish all right, title and interest in the above referenced Promissory Note for asset #256954 in the amount of \$21,856.85 ("Final Payment"). The collateral is listed as a 2012 Chev SUV Tahoe vin# 1GNLC2E08CR188122.

Principal	21,613.78
Interest	<u>243.07</u>
Total	21,856.85

The representations, warranties and covenants of Borrower herein shall be deemed to be continuing and to survive the execution and delivery of this Promissory Note, each Equipment Schedule and any other Loan Documents.

Please forward final payment by wire to the account on the attached sheet by February 15, 2013.

Thank you for your continued business. If you would like to discuss the contents of this letter, please feel free to contact me at (410) 307-6712.

Sincerely,

Wanda McClain
Client Services Representative

I have reviewed the above terms and, on behalf of Vestavia Hills, AL, City of, agree to them as written.

By: _____

Printed Name: _____

Title: _____

Date: _____

RESOLUTION NUMBER 4397

A RESOLUTION CHANGING AND ADOPTING AN OFFICIAL LOGO FOR THE CITY OF VESTAVIA HILLS, ALABAMA

WHEREAS, the City of Vestavia Hills has utilized certain logos through the years, including some detailed in “Exhibit A,” which is attached and incorporated into this Resolution Number 4397; and

WHEREAS, the Market Street Implementation Committee, along with the Vestavia Hills Chamber of Commerce, has requested that the City adopt a new official logo for use in a “branding effort” for the community; and

WHEREAS, the requested logo is detailed in “Exhibit B,” which is attached and incorporated into this Resolution Number 4397; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to adopt a new official logo for the City as detailed in “Exhibit B.”

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL, AS FOLLOWS:

1. The logo detailed in the attached “Exhibit B” is hereby adopted and approved as the City of Vestavia Hills official logo; and
2. This logo shall be utilized by the City for all future publications, stationery, etc., which bears a City logo; and
3. This Resolution Number 4397 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 11th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Exhibit A



Exhibit B



VESTAVIA HILLS



VESTAVIA HILLS
CHAMBER of COMMERCE

Together. A better future for Vestavia Hills.

January 18, 2013

Rebecca Leavings
City Clerk
City of Vestavia Hills
513 Montgomery Highway
Vestavia Hills, AL 35216

Dear Mrs. Leavings,

Becky

Please find enclosed a CD with digital copies of the proposed logo for the City of Vestavia Hills that was recommended by the Implementation Committee on January 10, 2013.

There are a couple of different formats included as the city name as well as department names may be used in different locations on the logo. I have also included copies of the logo that the Vestavia Hills Chamber of Commerce is using for your reference.

The font and color palette information is:

Color: Green = PMS 575 coated (hex #547730)

Grey = PMS 417 uncoated

Font: "Vestavia Hills" is Mrs. Eaves Roman

"Chamber Commerce" is Adobe Garamond Pro Semibold

"of" is Adobe Garamond Pro Italic

The Chamber also uses a tagline of: Together. A better future for Vestavia Hills.

If there is further information that may be needed for City Council consideration, please let me know.

Thanks so much for your help with this effort.

Sincerely,



Karen J. Odle
President
Vestavia Hills Chamber of Commerce

Enclosure

cc: Mayor Alberto "Butch" Zaragoza
City Manager Randy Robertson
Ms. Robin Tubbs
Mr. Scott Perry

RESOLUTION NUMBER 4398

**A RESOLUTION APPROVING ALCOHOL LICENSE
FOR SMT LLC D/B/A SOL AZTECA; TOMAS
SARABIA MARTINEZ, EXECUTIVES**

WHEREAS, the City Council of the City of Vestavia Hills, Alabama, approves the alcohol license for SMT LLC d/b/a Sol Azteca, located at 1360 Montgomery Highway, Suite 128, Vestavia Hills, Alabama, for the on-premise sale of 020 - Restaurant Retail Liquor; Tomas Sarabia Martinez, executive.

APPROVED and ADOPTED this the 11th day of February 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

INTEROFFICE MEMORANDUM

DATE: February 6, 2013

TO: Dan Rary, Acting Police Chief

FROM: Rebecca Leavings, City Clerk 


RE: Alcohol License Request – 020 - Restaurant Retail Liquor

Please find attached information submitted by Tomas Sarabia Martinez who request an alcohol license to sell 020 - Restaurant Retail Liquor at the SMT LLC d/b/a Sol Azteca, 1360 Montgomery Highway, Suite 128, Vestavia Hills, Alabama.

I am scheduling this case to be heard by the City Council on 11th day of February 2013 at 5:00 PM (Monday). Please advise me of your recommendation for this license. If you have any questions, please contact me.

Reply

I have reviewed the available background information on the above referenced applicant and submit the following to the City Council:

	<i>Application cleared by P.D. This indicates that there are NO convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>
	<i>Needs further review. This indicates that the Police Chief has found records of some convictions of alcohol related arrests</i>
	<i>Does not recommend. This indicates that the Police Chief has found records of convictions for drug trafficking, convictions regarding arrest involving danger to children, weapon charges, violent felony crimes against persons, felony sexual offenses or habitual alcohol related arrests</i>

Reviewed: 



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20121116101718204

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** **County:**

Type License: **State:** **County:**

Trade Name: SOL AZTECA **Filing Fee:**

Applicant: SMT LLC **Transfer Fee:** \$50.00

Location Address: 1360 MONTGOMERY HWY ; STE 128 VESTAVIA HILLS, AL 35216

Mailing Address: 1360 MONTGOMERY HWY ; STE 128 VESTAVIA HILLS, AL 35216

County: JEFFERSON **Tobacco sales:** NO **Tobacco Vending Machines:**

Sale of Products Containing Ephedrine: NO **Type Ownership:** LLC

Book, Page, or Document info: 200412 7311 **Do you sell Draft Beer:** Y

Date Incorporated: 09/14/2004 **State incorporated:** AL **County Incorporated:** JEFFERSON

Date of Authority: 09/14/2004 **Alabama State Sales Tax ID:** 370066748

Name: **Title:** **Date and Place of Birth:** **Residence Address:**

TOMAS SARABIA MARTINEZ 7730771 - AL	MEMBER	01/28/1962 MEXICO	2240 PINE CREST DR VESTAVIA HILLS, AL 35216

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of cooperation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: TOMAS SARABIA

Business Phone: 205-979-4902

Fax:

Home Phone: 205-979-4794

Cell Phone: 205-276-2118

E-mail: TOMY0188@HOTMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: SOL AZTECA MEXICAN RESTAURANT

Applicant: SARABIA ENTERPRISES INC

Previous License Number(s)

License 1: 000185937

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20121116101718204

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**

Name of Property owner/lessor and phone number: VESTRIDGE COMMONS SHOPPING CENTER LLC 205-408-9990

What is lessors primary business? **REAL ESTATE**

Is lessor involved in any way with the alcoholic beverage business? **NO**

Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **YES**

Does the establishment have restroom facilities? **YES**

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**

Building Dimensions Square Footage: 4200 Display Square Footage:

Building seating capacity: 185 Does Licensed premises include a patio area? **NO**

License Structure: **ONE STORY** License covers: **ENTIRE STRUCTURE**

Number of licenses in the vicinity: 2 Nearest: 1

Nearest school: 4 blocks Nearest church: 2 blocks Nearest residence: 2 blocks

Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name: **Violation & Date:** **Arresting Agency:** **Disposition:**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD



ALCOHOL LICENSE APPLICATION
Confirmation Number: 20121116101718204

Initial each

Signature page

TS
 TS

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

TS

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

TS

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

TS

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

TS

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

TS

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Thomas Sarabia

Signature of Applicant:

Thomas Sarabia

Notary Name (print):

Valencia Johnson

Notary Signature:

Valencia Johnson

Commission expires:

1-4-14

Application Taken: *11-14-12* **App. Inv. Completed:**

Submitted to Local Government:

Forwarded to District Office:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

RESOLUTION NUMBER 4399

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
MANAGER TO ENTER INTO AN AGREEMENT WITH BERNEY
OFFICE SOLUTIONS FOR PRINT MANAGEMENT**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The Mayor and City Manager are hereby authorized to enter into an agreement with Berney Office Solutions for print management for the City;
and
2. A copy of said agreement is attached to and incorporated into this Resolution Number 4399 as though written fully therein; and
3. This Resolution Number 4399 shall become effective upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 11th day of
February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

BERNEY OFFICE SOLUTIONS

2111 Parkway Office Circle, Birmingham, AL 35244
 (205) 663-9991 * 1-866-663-9991
 Fax: (205) 663-7577

Print Management

FED I.D. NO 63-0916730
 MAIL CORRESPONDENCE TO:
 P.O. Box 1539
 Birmingham, AL 35124

Sales Order # _____
 Date _____
 P.O. # _____
 MR# _____

Sales Rep: **Beth McCulley**

Rep Number _____

CONTACT Darrin Estes

E-MAIL destes@ci.vestaviahills.al.us

BILL TO
 City of Vestavia Hills
 513 Montgomery Highway
 Vestavia Hills, Alabama 35216

SHIP TO
 See Schedule A

TELEPHONE NO. 205.978.0126
 FAX NO. 205.978.0132

TELEPHONE NO. 205.978.0126
 FAX NO. 205.978.0132

TAX EXEMPT NO. _____

TERMS NET UPON RECEIPT OF INVOICE

BERNEY OFFICE SOLUTIONS GUARANTEED MAINTENANCE PROGRAMS

BILLED
Q Y

**January 2013 Promo
 First Month Free**

Beginning Date _____

Black & White

B/W Base rate of \$ 253.44 includes 25,600 Prints
 Overages \$ 0.0099 per print.
 Includes Toner, Parts, Labor, Maintenance Kits

B&W Monthly \$ 253.44

COLOR

Color base rate of \$ 302.48 includes 2,775 Prints.
 Overages \$ 0.109 Per Print.
 Includes Toner, Parts, Labor, Maintenance Kits

Color Monthly \$ 302.48

MICR

B/W Base rate of \$ 6.40 includes 200 Prints.
 Overages \$ 0.032 per print.
 Includes Toner, Parts, Labor, Maintenance Kits

MICR Monthly \$ 6.40

Monthly Total \$ 562.32

Contract Term: **12 Months**

PURCHASER _____

DATE _____

BERNEY OFFICE SOLUTIONS _____

DATE _____

**IMPORTANT: Terms and conditions set forth on the reverse side of this form are an integral part of this agreement.
 See Schedule A for listing of equipment.**

1). All agreements **include** the following:

Unlimited service calls and parts (parts as classified by the manufacturer).

2). All agreements **include** the following unless specified on the front of this contract:

Toner/Drum Cartridges, Fusers units, Transfer units, Maintenance kits, Paper Trays, Envelope Feeders, NIC Cards

3.) All agreements **exclude** the following: Paper

4). Berney Office Solutions (BOS) agrees to provide emergency service and all maintenance on the equipment listed on the front of this agreement for a period of up to thirty-six months, except as follows:

(a) Repairs resulting from causes other than normal use, abuse or misuse by the operator, operator-inflicted damage to printer, drums, use of supplies, spare parts, or paper that does not meet manufacturer's specifications and cause abnormal service problems. Fire, accident, theft or damage to the machine due to repairs/or movement by someone other than an authorized dealer representative.

(b) Assembly or disassembly of equipment.

5). Contracts that include supplies will be shipped via UPS Ground unless stated otherwise on Scope of Work.

6). BOS shall not be responsible for repairs or maintenance resulting from the use of supplies or parts not obtained from BOS or representative of. The quality of such parts and supplies varies widely and cannot be warranted by BOS or its representatives. Therefore, use of supplies not purchased through BOS will void this contract.

7). BOS shall not be responsible for delays, inability to provide service calls due to strikes, accidents, embargoes, act of God or any other event beyond its control. All service under this agreement shall be rendered during normal business hours of 8:00 A.M. to 5:00 P.M. Monday through Friday unless stated otherwise by SOW. Service performed on Saturday will be one and one-half times the hourly rate and twice the hourly rate on Sundays and Holidays. Hourly rate is not to exceed \$125.00.

8). The term of the contract is on the front page of the Print Management Agreement. Unless customer cancels in writing within 30 days of contract end date the term will be extended monthly. Prices may be increased by BOS up to 10% at the time of contract renewal/extension.

9). **BREACH OR DEFAULT**

If the customer does not pay all charges for maintenance or parts as provided hereunder, promptly when due (Net 30):

(1) BOS may (a) refuse to service the equipment or;

(b) Furnish service on a C.O.D. "Per Call" basis at published labor rates and

(2) The customer agrees to pay BOS costs and expenses of collection including the reasonable attorney's fees permitted by law in addition to all other rights and remedies available to BOS.

All equipment sold by BOS is designed to give excellent performance when operated within the following guidelines:

Equipment must be placed in a normal office setting with a sufficient amount space for access, free from excessive dust, humidity, temperatures and ammonia or other corrosive fumes.

Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlet, as specified by the original manufacturer.

Equipment should be operated within the specified operational (including usage) specifications.

Only supplies with manufacturer required specifications may be used.

10). If BOS materially defaults in the performance of any of its duties or obligations under this Agreement or the Services Agreement solely with respect to Services provided to Customer, including default resulting from any representation, warranty or covenant made by service provider being false, incorrect or untrue in any material respect, and which default is not substantially cured within 30 days after receipt of written notice specifying the default in performance then the customer reserves the right to cancellation of this Service Agreement pending a 90 day written notice.

11). In the event a manufacturer discontinues parts or supplies for your machine this agreement will be terminated and the unused portion can be transferred to a new machine purchased through BOS.

12). By signing the document customer authorizes Berney Office Solutions, its affiliates or agents to review your organizations credit history.

13). All invoices are due and payable on the date of invoice and buyer agrees to pay interest at a rate of 1 ½% per month on amounts not paid in 30 days.

CLAIMS RELATED THEREBY.

14). **Miscellaneous:**

a). This agreement shall be governed by and construed according to the laws of the State of Alabama applicable to agreements wholly negotiated, executed and performed in Alabama. It constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of BOS and the customer.

b). Full Service Maintenance is only available for equipment having a valid manufacturer serial number and UL certification.

Customer Initials _____

Purchasing Department
Jefferson County Commission
Room 830 County Courthouse
Birmingham, AL 35203
(205) 325-5381

JEFFERSON COUNTY, ALABAMA
CONTRACT
BID AWARD/RENEWAL NOTIFICATION

PURCHASE CONTRACT:

October 31, 2012
RE: Bid # 173-12
SUPPLIES OR SERVICE: "Printer Services
Terms of Payment: Net 30

AWARDED TO:

Berney Office Solutions
2111 Parkway Office Circle
Suite 150
Birmingham, AL 35244
Attn: Brad Enns
Phone: (205)663-9991

NOTIFICATION IS HEREBY GIVEN THAT THE JEFFERSON COUNTY COMMISSION HAS AWARDED THE ABOVE DESCRIBED CONTACT. THE CONTRACT CONSISTS OF THE TERMS AND CONDITIONS OF THE INVITATION TO BID AS REFERENCED ABOVE AND THE BID RESPONSE AND THE RESULTING PURCHASE ORDER.

IT IS UNDERSTOOD AND AGREED THAT THE COUNTY (AND PACA IF APPLICABLE) MAY PURCHASE ANY OR ALL OF ITS REQUIREMENTS FOR DELIVERY AS NEEDED AT THE PRICES UNDER THE TERMS INCLUDED IN THIS AGREEMENT. **THE COUNTY (AND PACA IF APPLICABLE) IS TO BE GIVEN THE BENEFIT OF ANY REDUCTION IN PRICE BELOW THE CONTRACT PRICE.** SAID REDUCTION TO APPLY ON THE UNDELIVERED PORTION OF THE CONTRACT.

PURCHASE ORDERS OR CHANGE ORDERS WILL BE ISSUED PERIODICALLY IN ACCORDANCE WITH PRICES AND TERMS OF THIS CONTRACT. DELIVERIES OF SUPPLIES OR SERVICE ARE NOT TO EXCEED THE TOTAL MONETARY VALUE SPECIFIED IN SUCH PURCHASE ORDERS OR CHANGE ORDERS. UNDER NO CIRCUMSTANCES SHALL THE COUNTY (AND PACA IF APPLICABLE) BE UNDER ANY OBLIGATION TO THE CONTRACTOR FOR SUPPLIES OR SERVICE NOT SPECIFICALLY ORDERED.

ALL SUPPLIES OR SERVICE MUST BE SATISFACTORY TO THE COUNTY (AND PACA IF APPLICABLE) AT ALL TIMES. FAILURE TO COMPLY WITH ANY PART OF THIS INVITATION TO BID, YOUR BID OR ANY TERM OF THIS DOCUMENT SHALL, AT THE OPTION OF THE COUNTY (AND PACA IF APPLICABLE), CONSTITUTE A DEFAULT. UPON DEFAULT, THE COUNTY (AND PACA IF APPLICABLE) MAY TERMINATE THIS AGREEMENT BY WRITTEN NOTICE OF TERMINATION MAILED TO THE CONTRACTOR AT THE ADDRESS SHOWN ABOVE.

Contract period: 11/01/2012 to 09/30/2013 with renewal, at County's option, each fiscal year through until 2014.

Michael Matthews
PURCHASING MANAGER

Annie Ward
PRINCIPAL BUYER
Direct Line 205-325-8779
Email warda@jccal.org

Rita Hosmer

From: Brett Livesay [brett.livesay@berney.com]
Sent: Wednesday, January 23, 2013 9:20 AM
To: Rita Hosmer
Cc: Beth McCulley
Subject: City of Vestavia - Print Study Results
Attachments: City of Vestavia Print Study.xlsx; City of Vestavia - MPS Schedule A.xlsx; City of Vestavia MPS Agreement.xlsm

Rita,

Attached you will find the results from our print study. We estimate that the City will save \$375 per month under PACA. Currently the City is spending \$0.015 for b&w prints and \$0.20 for color prints. These estimates are very conservative. With monthly volumes at 25,600 b&w prints and 2,775 color prints, the City is currently spending approximately \$940 per month. Under PACA, the monthly cost would be \$563 per month.

Can you look over the Schedule A and make sure I have the Department Codes correct? Are there any other codes we need to add?

Let me know if you have any other questions. Thanks for all your help!

Brett Livesay
MPS Manager
Berney Office Solutions

A Xerox Company
Auburn – Birmingham – Columbus – Dothan
Huntsville-Mobile – Montgomery – Pensacola
Office: (205) 663-9991 Ext. 4710
Mobile: (205) 243-9173

Celebrating over 40 years of service!

Tell us how we're doing - Take a brief, 3 question, customer satisfaction survey.

Rebecca Leavings

From: George A. Sawaya
Sent: Friday, January 25, 2013 10:38 AM
To: Rebecca Leavings; Rita Hosmer
Subject: FW:
Agree

George A. Sawaya
Asst. Finance Director
205-978-0127

From: Rita Hosmer
Sent: Friday, January 25, 2013 10:28 AM
To: George A. Sawaya
Subject:

Rebecca,

Please accept this email as confirmation of the following;

The City of Vestavia Hills wishes to enter into an 12 month agreement with Berney Office Solutions to provide toner and printer repair service/maintenance at a cost of \$562.32 monthly. This is a savings of approximately \$375.00 in monthly cost to the city based on a print study conducted by Berney.

Current **monthly** Cost to operate printers \$940.00

New **monthly** cost to operate printers \$562.32

The dollars stated above will be revisited quarterly and will be adjusted based on actual copy usage. Berney anticipates the actual savings for the City to be higher than the study projections.

The monies to cover the cost of this agreement are currently budgeted, spread over all Departments in multiple General Ledger accounts such as Office Supplies (for toner), Maintenance /Repair for Equipment repairs.

Thank you,

*Rita Hosmer
Accountant
City of Vestavia Hills
513 Montgomery Hwy
Vestavia, Al. 35216
205-978-0126
205-978-0132 fax
accts.payable@ci.vestaviiahills.al.us*

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720

TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

January 8, 2013

By Hand Delivery

City Manager Randy Robertson
Vestavia Hills Municipal Center
P. O. Box 660854
Vestavia Hills, Alabama 35266-0854

In Re: Agreement With Berney Office Solutions

Dear Mr. Robertson:

On December 19, 2012, City Clerk Rebecca Leavings furnished me via electronic mail a copy of a proposed Agreement by and between the City of Vestavia Hills, Alabama ("City") and Berney Office Solutions ("BOS") for print, management, maintenance and services with a request that I review the same and furnish you with my written legal opinion. The purpose of this letter is to comply with her request.

I. LEGAL ISSUE ONE

A. LEGAL QUESTION ONE: Is the Agreement subject to the Alabama Competitive Bid Law?

B. ANSWER TO LEGAL QUESTION ONE: In my opinion, the Agreement is subject to the Alabama Competitive Bid Law if the cost of the labor, services or work amounts to Fifteen Thousand Dollars (\$15,000.00) or more. However, the Agreement would not be subject to the Alabama Competitive Bid Law if that cost amounts to less than \$15,000.00 over the contract term.

The e-mail, dated December 8, 2012, from Beth McCulley to Rita Hosmer states that the monthly base amount has not as yet been established. Therefore, the total contract price has not been determined.

C. **BASIS FOR LEGAL OPINION:** I base my legal opinion upon Title 41-16-20, *Code of Alabama, 1975*, which reads in pertinent part as follows:

“(a) With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all expenditure of funds of whatever nature for **labor, services, work**, or for the purchase of materials, equipment, supplies, or other personal property involving fifteen thousand dollars (\$15,000) or more, and the lease of materials, equipment, supplies, or other personal property where the lessee is, or becomes legally and contractually, bound under the terms of the lease, to pay a total amount of fifteen thousand dollars (\$15,000) or more, made by or on behalf of any...governing bodies of the municipalities of the state...shall be made under contractual agreement entered into by free and open competitive bidding, on sealed bids, to the lowest responsible bidder.”

II. **LEGAL ISSUE TWO**

A. **LEGAL QUESTION TWO:** May the City legally enter into the Agreement for a period of three (3) years?

B. **ANSWER TO LEGAL QUESTION TWO:** In my opinion, the answer to the Legal Question Two is in the affirmative.

C. **BASIS FOR LEGAL OPINION:** I base my legal opinion upon Alabama Competitive Bid Law applicable to municipalities, which provides in Title 41-16-57(f), *Code of Alabama, 1975*:

“(f) Contracts for the purchase of personal property or contractual services shall be let for periods not greater than three years. Contracts for the leasing of motor vehicles by local governing bodies shall be let for periods not greater than five years. Lease-purchase contracts for capital improvements and repairs to real property shall be let for periods not greater than 10 years and all other lease-purchase contracts shall be let for periods not greater than 10 years.”

III. LEGAL ISSUE THREE

A. LEGAL QUESTION THREE: May the City purchase the labor, services and work based upon the State of Alabama Bid List?

B. ANSWER TO LEGAL QUESTION THREE: In my opinion, the answer to the Legal Question Three is in the affirmative.

C. BASIS FOR LEGAL OPINION: Title 41-16-51.1, *Code of Alabama, 1975*, provides that a municipality may purchase services off the State Bid List and reads as follows:

“§41-16-51.1. Continued purchase of goods or services. Notwithstanding any other laws to the contrary, when it is necessary for a county or an incorporated municipality to enter into a public contract for the provision of services or for the provision of primarily services even though the contract may include the furnishing of ancillary products or ancillary goods which would otherwise be required to be let by competitive bid, the county or municipality may, without soliciting and obtaining competitive bids, contract with a vendor or provider for the services at a price which does not exceed the price which the state has established through the competitive bid process for the same services under the same terms and conditions and provided it pertains to a current and active bid on a non-statewide agency contract. The mere delivery of products or goods, or the performance of a common, non-specialized service with relation to goods or products shall not make a purchase or contract qualify for the bid exemption hereunder. If a county or incorporated municipality desires to purchase under this bid exception procedure, the purchase must be approved by a majority vote of its governing body at a public meeting thereof.”

The Attorney General for the State of Alabama issued legal opinion 2011-011 on November 15, 2010, and opined that governmental bodies may purchase from the State of Alabama Bid List without inviting competitive bids.

IV. LEGAL ISSUE FOUR

A. LEGAL QUESTION FOUR: May BOS require the City to pay all “federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the purchase price listed on the reverse side of the Agreement”?

B. ANSWER TO LEGAL QUESTION FOUR: In my opinion, the answer to the Legal Question Four is in the affirmative.

C. BASIS FOR LEGAL OPINION: I base my legal opinion upon the following legal authorities:

ALABAMA LAW

Municipalities in Alabama are not required to pay the following taxes:

1. Ad Valorem Taxes:

(a) Article IV, Section 91, *Constitution of Alabama*.

(b) Amendment No. 373 to the *Constitution of Alabama*.

(c) Title 40-9-1, *Code of Alabama, 1975*.

(d) Supreme Court of Alabama, *Dichiari v. Jefferson County, et al*, 570 So.2d 667 (1990).

2. Sales Taxes: Title 40-23-4(a), *Code of Alabama, 1975*.

3. Use Taxes: Title 40-12-222, *Code of Alabama, 1975*, which reads as follows:

“§40-12-222. Rates.

(a) In addition to all other taxes now imposed by law, there is hereby levied and shall be collected as herein provided a privilege or license tax on each person engaging or continuing within this state in the business of leasing or renting tangible personal property at the rate of four percent of the gross proceeds derived by the lessor

from the lease or rental of tangible personal property; provided, that the said privilege or license tax on each person engaging or continuing within this state in the business of leasing or renting any automotive vehicle or truck trailer, semitrailer or house trailer shall be at the rate of one and one-half percent of the gross proceeds derived by the lessor from the lease or rental of such automotive vehicle or truck trailer, semitrailer or house trailer; provided further, that the tax levied in this article shall not apply to any leasing or rental, as lessor, by the state, or municipality or county in the state, or any public corporation organized under the laws of the state, including, without limiting the generality of the foregoing, any corporation organized under the provisions of Sections 11-54-80 through 11-54-101; provided further, that the privilege or license tax on each person or firm engaging or continuing within this state in the business of the leasing and rental of linens and garments shall be at the rate of two percent of the gross proceeds derived by the lessor from the lease or rental of such linens and garments.

(b) Notwithstanding the above, nothing shall prohibit a lessor subject to a state or local privilege or license tax from passing such amounts on to a lessee by adding such taxes to the leasing price or otherwise, provided, however, that all such amounts passed on to the lessee shall be includable in the gross proceeds derived from the lease of tangible personal property which shall be subject to the privilege or license tax owed by the lessor.

Provided, however, the authority to pass on such amounts of the privilege or license tax granted in this subsection shall not apply to the leasing or renting of tangible personal property to the State of Alabama, a municipality or county in the state, unless the flat amount collected by the lessor includes both the tax and the leasing fee.”

January 8, 2013

Page 6

It appears to me that the taxes will be included in the monthly base fee once it is established. I recommend that the base monthly fee be established without consideration of the taxes that may be involved.

V. CONCLUSION

Based upon the above legal authorities, it is my legal opinion that the Agreement is not subject to the Alabama Competitive Bid Law if the services described in the Agreement are on the State of Alabama Competitive Bid List. If not, then in such event I recommend that the matter be put out for competitive bids.

VI. MY RECOMMENDATIONS

I recommend the following:

A. That City Clerk Rebecca Leavings obtain written confirmation that the services described in the Agreement are on the State of Alabama Competitive Bid List; and

B. That the requirement for the City to pay the taxes be negotiated out of the Agreement.

Please call me if you have any questions regarding any of the matters set forth in this legal opinion.

Sincerely,



Patrick H. Boone
Vestavia Hills City Attorney

PHB:gp

cc: City Clerk Rebecca Leavings (by hand)
Rita Hosmer (by hand)

RESOLUTION NUMBER 4400

**A RESOLUTION ACCEPTING A BID FOR A CARDIAC
MONITOR/DEFIBRILLATOR FOR THE VESTAVIA HILLS FIRE
DEPARTMENT**

WHEREAS, the City of Vestavia Hills received and opened bids for a cardiac monitor/defibrillator for the Vestavia Hills Fire Department on January 31, 2013; and

WHEREAS, two bids were received; and

WHEREAS, the Fire Chief, in a memorandum dated February 5, 2013, recommended the acceptance of Physio-Control in an amount not to exceed \$31,879.40; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The bid package submitted by Physio-Control in an amount not to exceed \$31,879.40 is hereby accepted; and
2. This Resolution Number 4400 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED AND APPROVED this the 11th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**VESTAVIA HILLS FIRE DEPARTMENT
513 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
(205) 978-0225
(205) 978-0205 (FAX)**

**JAMES R. ST. JOHN
FIRE CHIEF**

MEMORANDUM

TO: Randy Robertson, City Manager
FROM: Chief St. John
DATE: February 5, 2013
RE: Defibrillator bid

Two bids were received for a cardiac monitor/defibrillator. Zoll Medical Corporation bid \$35,761.90 and did not take any exceptions to the specifications, although a review of the product literature they provided reveals several variations from the specifications. Physio-Control, Inc. bid \$31,879.40 and took exceptions to two of the specifications. Physio-Control will allow a credit for a trade-in on an unsupported device that will be replaced with this purchase, resulting in a total cost of \$27,674.60. This amount is less than what was budgeted in FY 2013 Capital Purchases for the purchase of the device.

I recommend that the bid from Physio-Control be accepted.

RESOLUTION NUMBER 4401

A RESOLUTION DETERMINING THAT PERSONAL PROPERTY IS NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND DIRECTING THE SALE/DISPOSAL OF SAID SURPLUS PERSONAL PROPERTY

WHEREAS, the City of Vestavia Hills, Alabama, is the owner of personal property detailed in the attached “Exhibit A”; and

WHEREAS, the City has determined that said personal property is no longer needed for public purposes and that it would be in the best public interest to sell and/or dispose of said personal property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The City Council of the City of Vestavia Hills, Alabama, also finds and determines that it would be in the best interest of the City to sell/and or dispose of said surplus personal property by allowing the property to be used as a “trade in” on newer equipment; and
2. The City Manager is hereby authorized to sell and/or dispose of the surplus personal property referenced in “Exhibit A” as detailed in Section 1 of this Resolution Number 4401; and
3. This Resolution Number 4401 is effective immediately upon adoption and approval.

DONE, ORDERED, APPROVED and ADOPTED on this the 11th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

**VESTAVIA HILLS FIRE DEPARTMENT
513 MONTGOMERY HIGHWAY
VESTAVIA HILLS, ALABAMA 35216
(205) 978-0225
(205) 978-0205 (FAX)**

**JAMES R. ST. JOHN
FIRE CHIEF**

MEMORANDUM

TO: Randy Robertson, City Manager
FROM: Chief St. John
DATE: February 5, 2013
RE: Surplus Defibrillator

I recommend that a Physio-Control LifePak 12, Model # UVLP12029006, Serial # 11614614 monitor defibrillator be declared surplus to use as a trade-in on a new Lifepak 15. It is the oldest LifePak 12 in service and is not equipped for capnography, which is required for ALS transport services by state law. With the purchase of the new monitor defibrillator, the device will not be needed and soon will not be supported by the manufacturer who has offered a \$3,000 credit as a trade-in.

RESOLUTION NUMBER 4402

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALABAMA POWER FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF A TRAFFIC SIGNAL LOCATED AT THE INTERSECTION OF CAHABA RIVER ROAD, BLUE LAKE DRIVE AND HEALTHY WAY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The Mayor and City Manager are hereby authorized to enter into an agreement with Alabama Power Company for the installation, operation and maintenance of a traffic signal at the intersection of Cahaba River Road, Blue Lake Drive and Healthy Way; and
2. The Mayor and City Manager are hereby authorized to take all actions necessary to add/remove traffic signal service at the above described intersection; and
3. A copy of the agreement is attached to and incorporated into this Resolution Number 4402 as though written fully therein; and
4. This Resolution Number 4402 is effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 11th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Street Lighting Modifications



Alabama Power Company
 Vestavia Hills _____, Alabama

_____, Alabama
 December 20 _____, 2012

Gentlemen:

This is to advise that _____ Council
 _____ Commission of _____ Alabama
 on the _____ day of _____, _____ adopted resolutions which appear in the minutes of this meeting, authorizing
 the following street lighting modifications:

Fixture Ownership				Size Lamp (Lumens)	Location
Number of Fixtures Owned by Company		Number of Fixtures Owned by Customer			
Install	Remove	Install	Remove		
		4		250 W HPS 25,500 Lumens	Cahaba River Rd. @ Blue Lake Dr
These are to be owned, operated, and maintained by the City of Vestavia Hills, Alabama.					

The requested modifications will change the present billing amounts as shown below:

(a) Additions	\$
(b) Removals	\$
(c) Other	\$

For Company Use Only:	
W.E. Number _____	
<input type="checkbox"/> W.E. Not Required	
Set Order Number _____	Date _____

(d) Net Change in Annual Billing	\$
(e) Previous Annual Billing	\$
(f) New Annual Billing	\$
(g) New Monthly Billing	\$

The rules, regulations and Rate Schedule SLM on file with and approved by the Alabama Public Service Commission govern this service and are incorporated into this contract by reference. The Company will provide copies of the current versions upon request.

Alabama Power Company	City of Vestavia Hills, Alabama _____ Municipality, County or State
Approved:	By: Mayor Alberto C. Zaragoza, Jr.
Title:	Title: Mayor of Vestavia Hills, Alabama

ADDITION/REMOVAL OF TRAFFIC SIGNAL SERVICE

TO: Alabama Power Company

Date 12/20/12

Vestavia Hills, Ala.

This is to advise that the City of Vestavia Hills
of Jefferson County, State of Alabama authorizes Alabama Power

Company to **(add)** (remove) service to the following traffic signals:

SIGNAL LOCATION	HOURS OF OPERATION PER DAY	BILLING WATTS DEMAND		TOTAL BILLING WATTS
		LAMPS	CONTROLS	
Cahaba River Road at Blue Lake Drive	24	122	294	416
TOTAL BILLING WATTS				416 0

Previous Billing Watts _____
Previous Monthly Billing _____
Set Order No. _____
Date _____

New Billing Watts 416
New Monthly Billing _____

Authorized agent of the governmental body:

APCO Approval:
By: _____
Title: _____

Signed: _____
Title: _____
Date: _____

Rebecca Leavings

From: Brian Davis
Sent: Wednesday, February 06, 2013 9:16 AM
To: Rebecca Leavings; Randy Robertson
Cc: Christopher Brady
Subject: Alabama Power Service Forms

Attachments: street lighting.pdf; traffic signal record for power company.pdf; addition-removal sheet.pdf

Mr. Robertson, please see attached agreements between the City and Alabama Power to supply power to the new signal and lighting at Healthy Way/Blue Lake Drive/Cahaba River Road intersection. It is time sensitive. Veteran's needs the electricity turned on to complete the installation of the signal. Their schedule needs to have this in place by next week.

The installation cost is already approved as part of Veteran's construction contract. There will be a monthly utility cost to the City associated with electrical supply to the signals and lighting, same as with other signals and lighting throughout the City. These monthly utility costs are a line item in our roadway maintenance budget.

Brian C. Davis, Director
Department of Public Services
513 Montgomery Highway
Vestavia Hills, Alabama 35216
205-978-0166 office
205-276-9095 cell
205-978-0174 fax

**"Ninety-nine percent of the failures come from people who have the habit of making excuses."
- George Washington Carver**

**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA**

The City Council of the City of Vestavia Hills met in regular public session at the City Hall in the City of Vestavia Hills, Alabama, at 5:00 p.m. on February 11, 2013. The meeting was called to order by the President, and the roll was called with the following results:

Present: Alberto C. Zaragoza, Mayor
 Steve Ammons, Mayor Pro-Tem
 John Henley
 George Pierce
 Jim Sharp

Absent: _____

* * *

The Mayor stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

Thereupon, the following resolution was introduced in writing by the Mayor, and considered by the City Council:

RESOLUTION NUMBER 4403

A RESOLUTION AUTHORIZING THE FILING WITH THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS OF A REQUEST FOR ALLOCATION OF VOLUME CAP FOR QUALIFIED ENERGY CONSERVATION BONDS, AND THE REIMBURSEMENT OF THE CITY FROM THE PROCEEDS OF SUCH BONDS FOR EXPENDITURES BY THE CITY FOR THE ENERGY CONSERVATION PROJECTS SET FORTH IN SUCH REQUEST PENDING RECEIPT OF PROCEEDS OF SUCH BOND

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA (the "City"), as follows:

Section 1. The City does hereby approve, adopt, authorize, direct, find, represent, ratify and confirm:

(a) the acquisition, installation, and financing of energy conservation equipment (the "Equipment") with respect to facilities of the City under Article 7 of Chapter 16 of Title 41 of the Code of Alabama 1975;

(b) the Qualified Energy Conservation Bond (QECB) Request for Allocation, as attached hereto as Exhibit A (the "Request"), and the filing thereof with Alabama Department of Economic and Community Affairs by the Mayor as hereinafter provided;

(c) the official intent of the City to reimburse any expenditures made by the City, from the general funds thereof, with respect to the Equipment from the proceeds of any "qualified energy conservation bonds" or "tax-exempt obligations" (collectively the energy conservation obligations") which may be hereafter issued by the City, in amounts not exceeding \$4,000,000, in accordance with Treas. Reg. 1.150-2; and

(d) the engagement of Sterne, Agee and Leach, Inc., to provide all financial advice and investment banking services to the City that are necessary or desirable in connection with the issuance of the energy conservation obligations referenced herein, and the engagement of Maynard, Cooper & Gale, P.C. to act as bond counsel to the City in connection with the issuance of such energy conservation obligations.

Section 2. The Request is approved in substantially the form and of substantially the content as presented to and considered by the City Council, with such changes or additions thereto or deletions therefrom as the officer of the City executing the Request shall approve, which approval shall be conclusively evidenced by his executing the Request as hereinafter provided.

Section 3. The Mayor and the City Manager of the City are each hereby authorized and directed to execute, acknowledge and deliver the Request for and on behalf of and in the name of the City. The City Clerk of the City is hereby authorized and directed to attest and seal the same. Any prior execution of the Request by any of the aforesaid officers is hereby ratified and confirmed.

Section 4.

(a) The Mayor, City Manager, and City Clerk of the City are hereby authorized and directed to take all such actions, and to execute, deliver and file such agreements, contracts, documents, instruments and notices, as may be necessary or desirable to carry out the provisions of this resolution.

(b) All actions heretofore taken, and all agreements, commitment letters, contracts, documents and instruments heretofore executed and delivered with respect to the Request, by any officer or employee of the City, are hereby approved, ratified and confirmed.

Section 5. The City does hereby approve, adopt, ratify, and confirm the seal impressed on these minutes as and for the official corporate seal of the City and said seal shall remain in the custody of the Secretary of the City, who is hereby authorized to affix the same to certificates, contracts, proceedings and other documents of the City.

Section 6. This resolution shall take effect immediately and all ordinances, resolutions, orders, or parts of any thereof which are inconsistent or in conflict with any provision of this resolution hereby are, to the extent of any inconsistency or conflict, repealed.

DONE, ORDERED, ADOPTED and APPROVED this 11th day of February, 2013.

Alberto C. Zaragoza Jr., Mayor

S E A L

Attest: _____
City Clerk

After said resolution had been discussed and considered in full by the Council, it was moved by Councilmember _____ that said resolution be now placed upon its final passage and adopted. The motion was seconded by Councilmember _____. The question being put as to the adoption of said motion and the final passage and adoption of said resolution, the roll was called with the following results:

Ayes: Alberto C. Zaragoza, Jr., Mayor
Steve Ammons, Mayor Pro-Tempore
John Henley
George Pierce
Jim Sharp

Nays: None

The Mayor thereupon declared said motion carried and the resolution passed and adopted as introduced and read.

* * * *

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Minutes approved:

Mayor

Member of the City Council

Member of the City Council

Member of the City Council

Member of the City Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA)
JEFFERSON COUNTY)

CERTIFICATE OF CITY CLERK

I, the undersigned, do hereby certify that (1) I am the duly elected, qualified and acting City Clerk of the City of Vestavia Hills, Alabama (the "Municipality"); (2) as Clerk of the Municipality I have access to all original records of the Municipality and I am duly authorized to make certified copies of its records on its behalf; (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the Municipality duly held on February 11, 2013, the original of which is on file and of record in the minute book of the City Council in my custody; (4) the resolution set forth in such excerpts is a complete, verbatim and compared copy of such resolution as introduced and adopted by the City Council on such date; and (5) said resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the Municipality and have affixed the official seal of the Municipality, this ____ day of February, 2013.

Clerk of the City of Vestavia Hills, Alabama

SEAL

RESOLUTION NUMBER 4404

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
MANAGER TO ENTER INTO A GUARANTEED ENERGY COST
SAVINGS CONTRACT**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE
CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The Mayor and City Manager are hereby authorized to enter into a Guaranteed Energy Cost Savings Contract (“Contract”) with Trane US, Inc. (“Trane”);
and
2. A copy of said contract is attached to and incorporated into this Resolution Number 4404 as though written fully therein; and
3. This Resolution Number 4404 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

PATRICK H. BOONE
ATTORNEY AND COUNSELOR AT LAW
NEW SOUTH FEDERAL SAVINGS BUILDING, SUITE 705
215 RICHARD ARRINGTON, JR. BOULEVARD NORTH
BIRMINGHAM, ALABAMA 35203-3720
TELEPHONE (205) 324-2018
FACSIMILE (205) 324-2295

February 4, 2013

By Regular Mail and
Facsimile Transmission (978-0189)

City Manager Randy Robertson
Vestavia Hills Municipal Center
P. O. Box 660854
Vestavia Hills, Alabama 35266-0854

In Re: Guaranteed Energy Cost Savings Contract By and Between Trane US, Inc. ("Trane") and
the City of Vestavia Hills, Alabama ("City")

Dear Mr. Robertson:

On January 29, 2013, Richard Carson of Trane US, Inc. sent to me via electronic mail the second revised Guaranteed Energy Cost Savings Contract ("Contract") by and between Trane US, Inc. ("Trane") and the City of Vestavia Hills, Alabama ("City"), together with a letter, dated January 29, 2013, from him to me. You have requested that I review the revised Contract and provide you with my written legal opinion. The purpose of this letter is to respond to your request.

FACTS

I reviewed the original Contract submitted by Trane and wrote a legal opinion, dated December 17, 2012. On January 18, 2013, Trane submitted the first revised Contract. I wrote a second legal opinion, dated January 21, 2013, and submitted the same to you. On January 29, 2013, Trane submitted the second revised draft of the Contract.

MY RECOMMENDATIONS

RECOMMENDATION ONE: Trane has agreed to provide annually the guaranteed energy cost savings bond described in Title 41-16-143(d), *Code of Alabama, 1975*, provided the City pay the annual premium each year. Before deciding this issue, the City should have some idea about the cost of that bond.

RECOMMENDATION TWO: Trane has agreed to eliminate language in section 3.02(f) prohibiting manual operation of the lights.

Representatives of Trane appeared before the Board of Education of the City of Vestavia Hills ("Board") on Wednesday, January 30, 2013, for the purpose of discussing this PACT Agreement. Richard Carson assured the Board that the language prohibiting manual operation would be deleted. He went on to say that the Board will have permission to operate the lights manually during the term of the agreement. Based upon that representation, the Board voted unanimously to agree for the improvements to be installed at Vestavia Hills Elementary School East, Vestavia Hills Elementary School Central, and at and on the tennis courts at Vestavia Hills High School pursuant to the PACT Agreement by and between Trane and the City.

I recommend that the following language be added to section 3.02(f):

"Anything contained in this PACT Agreement to the contrary notwithstanding, the Board of Education of the City of Vestavia Hills, Alabama, during the term of this agreement or any extension thereof, shall have the right to manually operate the lights on and at:

- (a) The athletic fields at Vestavia Hills Elementary School East; and
 - (b) The athletic fields at Vestavia Hills Elementary School Central;
- and
- (c) The tennis courts at Vestavia Hills High School."

RECOMMENDATION THREE: If the City approves this PACT Agreement, then in such event it will have to decide whether or not it wishes to waive the permit fees.

RECOMMENDATION FOUR: Section 1.05 of the PACT Agreement provides that Trane will charge eighteen percent (18%) interest on payments that are made past the due date. I recommend that the interest on delinquent payments be established at seven and one-half percent (7.5%). In 2011, the Alabama Legislature amended the law by reducing interest on judgments (except on contract actions) from twelve percent (12%) to seven and one-half percent (7.5%). Title 8-8-10, *Code of Alabama, 1975*, now reads as follows:

"§8-8-10. Rate of interest; judgments for money; fees.

(a) Judgments for the payment of money, other than costs, if based upon a contract action, bear interest from the day of the cause of action, at the same rate of interest as stated in the contract; all other judgments shall bear interest at the rate of 7.5 percent per annum, the provisions of Section 8-8-1 to the contrary notwithstanding; provided, that fees allowed a trustee, executor, administrator, or attorney and taxed as a part of the cost of the proceeding shall bear interest at a like rate from the day of entry.

(b) This section shall apply to all judgments entered on and after September 1, 2011."

From a legal standpoint, I do not have any additional recommendations for the City Council to consider other than those outlined above. Trane has agreed to all other recommendations previously made by me.

February 4, 2013

page 3

If the City Council decides to enter into this PACT Agreement with Trane, then in such event I highly recommend that the City Council consider the option to finance the energy conservation equipment by "qualified energy conservation bonds" as suggested by attorney, Heyward C. Hosch.

Please call me if you have any questions regarding this legal opinion or anything else relative to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick H. Boone". The signature is fluid and cursive, with the first name "Patrick" being the most prominent.

Patrick H. Boone
Attorney for City of Vestavia Hills

PHB:gp

cc: City Clerk Rebecca Leavings



PACT™ Agreement

between

The City of Vestavia Hills, Alabama

and

Trane U.S. Inc.

October 5, 2012

Trane Contract No. J480612



NOTE:

This document includes revisions to PACT Agreement and Exhibit E resulting from Mr. P. Boone's review.



This **PACT™ Agreement** (hereinafter the "Agreement") is made and entered into as of October 5, 2012 by and between Trane U.S. Inc. (hereinafter "Trane") and **The City of Vestavia Hills, Alabama** (hereinafter "Customer") for the purpose of furnishing services designed to reduce energy consumption and operational costs at the premises, to guarantee a specified minimum level of energy savings, and furnish specified maintenance.

ARTICLE 1 - THE SERVICES AND COMPENSATION

Section 1.01. Articles and Exhibits. This Agreement consists of Articles 1 through 8 and the following Exhibits, which are attached hereto and incorporated herein by this reference:

- Exhibit A: Payment Schedule
- Exhibit B: Scope of Services
- Exhibit B, Attachment 1 – Musco 25 Year Product Assurance & Warranty
- Exhibit B, Attachment 2 – Musco 10 Year Warranty
- Exhibit B, Attachment 3 – Musco Lighting Level Guarantee
- Exhibit B.1: Certificate of Substantial Completion and Acceptance
- Exhibit B.2: Certificate of Final Completion and Acceptance
- Exhibit C: Description of the Premises
- Exhibit D: Notice to Proceed
- Exhibit E: Guarantee
- Exhibit E.1 Energy Savings Guarantee
- Exhibit E.2 Lighting Maintenance Operational Savings
- Exhibit E.3 Miscellaneous Operational Savings
- Exhibit E.4 Electrical Rate Change Operational Savings
- Exhibit E.5 Capital Cost Avoidance Operational Savings
- Exhibit F: Hazardous Materials
- Exhibit G: Measurement and Verification

Section 1.02. Contract Price. Subject to the terms and conditions hereof, as payment for Trane's performance and furnishing of the Services, Customer shall pay or cause to be paid to Trane, pursuant to Section 1.05, the sum of **FOUR MILLION ONE HUNDRED THOUSAND AND 00/100 (\$4,100,000.00) DOLLARS**, which Contract Price includes all applicable sales, consumer, use and similar taxes (excluding income taxes) for the Services required to be paid by Trane and legally enacted as of the date of this Agreement. The Contract Price does not include the cost to Customer of maintenance (the "Maintenance Price") to be furnished by Trane pursuant to Exhibit G.

Section 1.03. Services and Maintenance.

(a) **Services.** Within 270 days from Trane's receipt of the Notice to Proceed issued pursuant to Section 1.04, Trane shall have substantially completed performance of the Services defined in Exhibit B (hereinafter "Substantial Completion") at the Premises identified in Exhibit C. Trane's obligation hereunder is limited to performing the Services as defined herein. Excluded from the Services are any modifications or alterations to the Premises (not expressly included within the Services as defined) that may be required by operation of the Americans with Disabilities Act or any other law or building code(s).

(b) **Measurement and Verification.** During the Term hereof, Trane shall furnish, and Customer shall pay for, the measurement and verification services (the "Measurement and Verification") as and when described on Exhibit G. The Measurement and Verification Price is set forth on Exhibit G.

Section 1.04. Notice to Proceed; Financing.

If this box is checked, Customer will not be financing payment of the Services with funds other than its own and will use its own funds to pay for the Services. Accordingly, upon execution of this Agreement by Trane, Customer's execution of this Agreement shall constitute the Notice to Proceed to Trane.

If this box is checked, Customer intends to finance payment of the Services with funds other than its own. Accordingly, Trane shall not perform, nor be required to perform, any of the Services until and unless Customer has closed on its financing of this Agreement (the "Financing Closing"), as evidenced by fully executed contract documents for financing of the Contract Price and funding of any escrow account provided for by the financing documents. Customer will achieve Financing Closing on or before **October 30, 2012**, or such later date agreed to in writing by Trane. Within five (5) calendar days of the Financing Closing, Customer shall execute and issue a written Notice to Proceed (substantially in the form of Exhibit D hereto) to Trane, upon which event Trane will commence



performance of the Services hereunder. In the event Customer does not achieve Financing Closing on or before the date specified in the preceding sentence, or such later date agreed to in writing by Trane, Trane may terminate this Agreement upon fourteen (14) calendar days prior written notice to Customer. Upon such termination of this Agreement, Trane shall have no further obligations to Customer hereunder; provided, however, that, notwithstanding such termination, Customer shall be obligated to immediately compensate Trane for the amount set forth in any Letter of Commitment, project development agreement, or comparable agreement between Customer and Trane.

Section 1.05. Services Payment Terms. Customer shall pay Trane or cause Trane to be paid for the Services as follows:

Initial Payment: Upon execution hereof, twenty percent (20%) of the Contract Price (for engineering, drafting, mobilization, and other costs) shall be due; and

Monthly Payments and Final Payment: In accordance with the dates and amounts on Exhibit A hereto, Trane will invoice for Contract Price on a monthly basis for all materials and equipment delivered to the Premises (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within thirty (30) calendar days of its date shall be past due. All amounts outstanding thirty (30) calendar days beyond the due date shall bear interest payable to Trane at the greater of the maximum allowable legal rate or 18% per annum, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Trane in successfully collecting amounts due from Customer.

Section 1.06. Notices and Changes of Address. All notices to be given by either party to the other shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses as follows:

If to Trane: Trane 4833 White Bear Parkway St. Paul, Minnesota 55110 Attention: Comprehensive Solutions Leader	If to Customer: The City of Vestavia Hills, Alabama 513 Montgomery Highway Vestavia Hills, Alabama 35216 Attention: Mr. Alberto C. Zaragoza Jr.
--	---

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered. All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received. Notice by courier, express mail, certified mail, or registered mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent and, in the absence of such record of delivery, it shall be rebuttably presumed to have been delivered on the third business day after it was deposited, first-class postage prepaid, in the mails. Notices sent by fax or e-mail shall require tangible confirmation of receipt from the person to whom addressed.

Section 1.07. Energy Savings Guarantee. The energy savings guaranteed under this Agreement are set forth in Exhibit E and in the sub-exhibits thereto.

Section 1.08. Term. The term ("Term") of this Agreement shall commence as of the date first written above and shall end upon expiration of the 14 year Guarantee Term pursuant to Exhibit E, unless earlier terminated pursuant to the provisions hereof.

Section 1.09. Customer's Authorized Representative(s). Customer designates the following individual(s), and any successors to the positions noted, as the representative(s) of Customer with authority to sign on behalf of the Customer (the "Authorized Representative") the Certificate of Substantial Completion and Acceptance, Certificate of Final Completion and Acceptance, and Guarantee reconciliation reports:

Authorized Representative	Position/Title
Alberto C. Zaragoza Jr.	Mayor



Customer may change any Authorized Representative by providing written notice to Trane (in accordance with Section 1.06) at least fourteen (14) calendar days prior to the effective date of the change. Such change shall only be effective with respect to acts occurring after the required notice.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Agreement, effective as of the date first above written.

Trane U.S. Inc.

The City of Vestavia Hills, Alabama

(Customer)

By: _____
Mr. Steve Miclette – Georgia/Ala. Trane
Its: **District Manager**

By: _____
Alberto C. Zaragoza Jr.
Its: **Mayor**

Date: _____

Date: _____

Trane's state contractor's license number: **20760**

ARTICLE 2 - PERFORMANCE

Section 2.01. Construction Procedures and Changes To Services. Trane shall supervise and direct the Services using its best skill and attention. Trane shall have exclusive control over construction means, methods, techniques, sequences and procedures. Trane shall at all times have the right to replace, delete or substantially alter any item of equipment or part of the Services, correct any work, revise any procedures included in this Agreement, or take any other energy saving actions, provided, however, that Trane shall obtain Customer's prior consent to substantial deviations from the original scope of Services, said consent not to be unreasonably withheld or delayed.

Section 2.02. Substantial Completion. Prior to final completion, Trane may provide written notice to Customer that all or substantial portions of the Services are substantially complete and request that Customer issue a Certificate of Substantial Completion and Acceptance, substantially in the form of Exhibit B.1. Substantial Completion is the date when the specified Services have been performed or installed and are operating as required by this Agreement, with only minor work remaining as may be specified on a punch list agreed to by Customer and Trane. Within a reasonable time thereafter, Customer and Trane will inspect the specified Services to determine the status of completion. If Customer does not consider the specified Services substantially complete, it will notify Trane in writing, giving the reasons therefor. If Customer considers any or all of the specified Services substantially complete, a Certificate of Substantial Completion and Acceptance will be issued as to such specified Services, executed by the Authorized Representative of Customer. Trane's request for a Certificate of Substantial Completion and Acceptance shall not be unreasonably withheld or delayed by Customer. Exhibit B.1 shall fix the date(s) of Substantial Completion and the date(s) for commencement of warranties for the accepted specified Services; Exhibit B.1 may specify the responsibilities between Customer and Trane for Maintenance (pursuant to Exhibit G) and any adjustment of compensation therefor. There may be attached to the certificate a tentative list of items to be completed or corrected.

Section 2.03. Final Completion. Trane shall comply with Title 39-1-1(f), *Code of Alabama* (1975). Notwithstanding the foregoing, upon Customer's receipt of written notice from Trane that the Services are ready for final inspection and acceptance, Customer and Trane shall inspect the Services and determine whether the same have been performed in accordance with this Agreement. If Customer considers the Services complete and performed in accordance with this Agreement, Customer shall issue a Certificate of Final Completion and Acceptance, substantially in the form attached hereto as Exhibit B.2, to be executed by the Authorized Representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, identifying the specific parts of the Services the Customer believes have not been completed and providing specific facts in support of Customer's belief that the Services have not been finally completed, the Date of Final Completion shall be the date

noted in the Certificate as the date the Certificate was submitted to Customer.

Section 2.04. Delays. If Trane is delayed in the commencement or completion of any part of the Services due to an Event of Force Majeure, or due to Customer's action(s) or failure to perform its obligations under this Agreement or to cooperate with Trane in the timely performance of the Services, then Trane will notify Customer in writing of the existence, extent of, and reason(s) for such delay(s). Trane and Customer shall extend the contract time for such reasonable time as they shall agree and, if Trane's cost for furnishing the Services is increased as a result, the Contract Price shall be increased by Change Order by the amount of Trane's additional costs.

Section 2.05. Equipment Location and Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer.

Section 2.06. Permits and Governmental Fees. Trane shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Services and which are legally required when bids from Trane's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary private and governmental approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Section 2.07. Utilities During Construction. At no cost to Trane, Customer shall provide and pay for water, heat, and utilities consumed by Trane during performance of the Services hereunder. Trane shall install and pay the cost of any temporary facilities not already in existence that will be required during construction for accessing such water, heat, and utilities.

Section 2.08. Concealed or Unknown Conditions. Trane shall promptly notify Customer if it encounters the following conditions at the Premises, prior to significantly disturbing the same: (i) subsurface or otherwise concealed physical conditions or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Services herein.. If such conditions cause an increase in Trane's cost of, or time required for, performance of any part of the Services: (a) Trane and Customer shall agree, by Change Order, on how to proceed and the extent of any adjustment to the time required for performance of the Services and to the Contract Price, in light of the differing conditions and any adjustments that may be required to the Guarantee; or (b) either party may terminate this Agreement

by delivery of written notice declaring termination, effective immediately pursuant to Section 3.05.

Section 2.09. Damage to Equipment; Casualty or Condemnation of Premises. Any fire, flood, other casualty or condemnation affecting any portion of the Premises shall be a Material Change to the Baseline and Customer shall furnish notice thereof to Trane upon occurrence of the Material Change. Trane may modify any Baseline applicable to the Guarantee to account for the Material Change. If any fire, flood, other casualty, or condemnation renders a majority of the Premises incapable of being occupied or destroys a substantial part of the area(s) within which the Services is/are to be performed, Trane may terminate this Agreement, effective immediately, by delivery of a written notice to Customer pursuant to Section 3.05. If any significant item of the equipment furnished hereunder is irreparably damaged by the negligence or willful misconduct of an employee, agent or invitee of Customer, or is destroyed or stolen, and if Customer fails to repair or replace said item within a reasonable period of time agreed to by Trane, Trane may terminate this Agreement, effective immediately, pursuant to Section 3.05.

ARTICLE 3 - CUSTOMER'S OBLIGATIONS

Section 3.01. Access to Premises. Customer shall provide Trane with access to the Premises, with or without prior notice to Customer, to inspect for Trane's benefit the component parts of the Services installed on the Premises and/or to validate Customer's performance of its responsibilities.

Section 3.02. Representations and Warranties of Customer. Customer hereby warrants and represents to Trane that:

(a) Customer has furnished, or caused others to furnish, and, for the Term hereof, will continue to furnish to Trane, promptly as information becomes available, accurate and complete data concerning energy usage for and other information pertaining to the Premises, including but not limited to the following:

- utility records for the 36-month period preceding the date hereof and throughout the Term;
- occupancy and usage information, including current representative tenant leases, for the 36-month period preceding the date hereof and throughout the Term;
- written surveys or descriptions of heating, cooling, lighting or other systems or energy requirements and any changes thereto;
- descriptions of all energy consuming or saving equipment used on or affecting the Premises;
- any energy or environmental audits relating to all or any part of the Premises;
- any service or maintenance agreement(s) regarding any heating, cooling, lighting or other building systems, or part thereof;
- construction drawings ("as-builts") in existence as of the date hereof or developed during the Term hereof; and
- a description of energy management procedures presently utilized by Customer for the Premises and any revisions thereto.

(b) Customer has provided Trane with all records heretofore requested by Trane and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement will be, true and accurate in all material respects except as may be disclosed to Trane by Customer in writing; and

(c) Customer has not entered into any contracts or agreements with other persons or entities regarding the provision of energy management services or with regard to any servicing of any of the energy related equipment located on the Premises, except as heretofore disclosed to Trane in writing by Customer; and

(d) During the term of this Agreement, Customer will not enter into any agreements with other persons or entities regarding the provision of energy management services or with regard to any servicing of any of the energy related equipment furnished by Trane hereunder, without prior written consent of Trane; and

(e) Customer presently intends to continue to use the Premises in a manner similar to its present use, except as may have been disclosed to Trane by Customer in writing; and

(f) Customer shall permit only Trane personnel or other qualified providers to repair, adjust or program equipment, systems, and/or controls, except in the event of an emergency, in which event Customer may remedy the emergency and shall notify Trane as soon as possible of the existence of the emergency and measures taken by Customer; and

(g) Customer has disclosed in writing to Trane the existence and location of all known or suspected asbestos and other Hazardous Materials on the Premises; and

(h) Customer will provide Trane with copies of any successor or additional contracts for management or servicing of preexisting equipment that may be executed from time to time hereafter within ten (10) days after execution thereof and information or services under Customer's control shall be furnished promptly by Customer; and

(i) the execution, delivery and performance by Customer of this Agreement does not violate any provision of law and does not conflict with or result in a breach of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or Customer's respective charter or by-laws or create a default under any agreement, bond, note or indenture to which Customer is a party or by which Customer is bound or to which any of Customer's property is subject; and Customer has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, if Customer is a governmental entity or instrumentality thereof, Customer has complied with all laws and regulations relative to procurement of the Services hereunder; and

(j) the Agreement has been duly authorized, executed and delivered by Customer, and constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws or

equitable principles of general application relating to or affecting the enforcement of creditor's rights and remedies;

(k) Customer shall notify Trane within twenty-four (24) hours of Customer's receipt of actual or constructive notice of (1) any material malfunction in the operation of the equipment installed or equipment affected by the Services provided pursuant to this Agreement and/or (2) any interruption or alteration of the energy supply to the Premises; and

(l) Customer acknowledges and agrees that the Measurement and Verification will be performed by Trane or on behalf of Trane by a Trane authorized service provider; and

(m) Customer is the fee owner of the Premises and the real estate upon which the Premises are located, with the exception of the East Elementary School, Central Elementary School and Vestavia Hills High School, all of which are owned by the Vestavia Hills Board of Education (the "Board"). Customer has obtained the written consent of the Board for the improvements to East Elementary School, Central Elementary School and Vestavia Hills High School and this Agreement with respect to such schools.

Section 3.03. Customer Default. Each of the following events or conditions shall constitute a default by Customer and shall give Trane the right to, without an election of remedies, immediately terminate this Agreement pursuant to section 3.05.

(1) Any failure by Customer to pay or cause to be paid amounts due Trane.

(2) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made;

(3) Any default by Customer under any instrument or agreement (i) related to the financing or leasing of all or any part of the Services or equipment hereunder and/or (ii) granting to any person or entity a security interest in and to the equipment to be installed or furnished hereunder;

(4) Any failure by Customer to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for forty-five (45) days after written notice to Customer demanding that such failure be cured or, if cure cannot be effected in such forty-five (45) days, Customer fails to promptly begin to cure and diligently proceed to completion thereof;

(5) Any failure by Customer to pay as and when due the Measurement and Verification Price and/or any failure by Customer to perform or comply with any material term or condition of Exhibit G; or

(6) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, Customer shall become insolvent, make a general assignment for the benefit of creditors, or Customer shall fail to pay its debts as and when they become due.

Without limiting the generality of the foregoing, in the event of a default by Customer in its payment obligations hereunder,

upon prior notice to Customer, Trane may enter upon the Premises where the equipment comprising a part of the Services is located and disconnect and/or remove the same without being liable to any suit, action or other proceeding by the Customer.

Section 3.04. Trane Default. Each of the following events or conditions shall constitute a default by Trane and shall give Customer the right, upon thirty (30) calendar days prior written notice to Trane, to terminate this Agreement by delivery of written notice declaring termination, after which, if Trane has not cured the default within such thirty (30) day period, Customer may take possession of the site together with all materials thereon, and move to complete the Services itself expeditiously. If the unpaid balance of the Contract Price exceeds the expense of finishing the Services, the excess shall be paid to Trane, but if the expense exceeds the unpaid balance, Trane shall pay the difference to Customer upon demand by Customer:

(1) Any representation or warranty furnished by Trane in this Agreement is false or misleading in any material respect when made;

(2) Any failure by Trane to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Trane demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Trane fails to promptly begin to cure and diligently proceed to completion thereof; or

(3) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Trane, Trane becomes insolvent, or Trane makes a general assignment for the benefit of creditors.

Trane's liability to Customer under the Guarantee shall be limited to energy savings guaranteed in connection with energy conservation measures that are completely installed by Trane (or by Customer in accordance with the specifications and requirements hereof, and/or prepared on behalf of Trane for the same, and Trane reasonably accepts the work) and such savings shall be determined in accordance with the appropriate Guarantee exhibit and generally accepted engineering principles. In the event Customer proceeds to complete the Services, it shall complete the same on or before the expiration of sixty (60) calendar days after the effective date of the termination of this Agreement by Customer.

Section 3.05. Termination. Termination of this Agreement will be effectuated by delivery of written notice by the party seeking termination declaring termination, upon which event a) Customer shall be liable to Trane for all Services furnished to date and any damages sustained by Trane, including lost profits and the price of any specially manufactured items, whether in production or delivered; and b) Trane shall have no further obligation to Customer under this Agreement. Any termination under this Agreement not based on a default provision shall be deemed a termination for convenience.

ARTICLE 4 - INSURANCE

Section 4.01. Trane's Liability Insurance. Trane shall purchase from and maintain, without interruption from the commencement of the Services throughout the Term, a Commercial General Liability policy, Worker's Compensation and Employer's Liability policy and Commercial Automobile Liability policy, through a company or companies rated A VIII or better by A.M. Best Company, with the following limits:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

Trane will name Customer as an additional insured under Trane's insurance policy subject to Trane's manuscript additional insured endorsement under its primary Commercial General Liability policies.

Section 4.02. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate.

(b) Customer shall purchase and maintain (until the later of the date of issuance of the Certificate of Final Completion and the date of Customer's Final Payment) property insurance for the installation work in progress at least in an amount equal to the Contract Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form

(c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment or settlement and the parties shall proceed to resolve the disagreement.

Section 4.03. Customer's Loss of Use/Business Interruption Insurance. Customer may purchase and maintain insurance to protect against loss of use of Customer's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Customer acknowledges that Trane is not required to purchase or maintain such insurance against the loss of use of Customer's property or business interruption. CUSTOMER HEREBY WAIVES ALL CLAIMS AND CAUSES OF ACTION IT MAY HAVE AGAINST TRANE

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AND ANY OF ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND OFFICERS FOR LOSS OF USE OF CUSTOMER'S PROPERTY OR BUSINESS INTERRUPTION, WHETHER INSURED OR NOT, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER DAMAGES DUE TO SUCH HAZARDS, REGARDLESS OF CAUSE.

Section 4.04. Evidence of Insurance. Customer and Trane shall furnish to the other certificate(s) of insurance prior to commencement of performance of any Services, evidencing the coverages and limits required to be maintained under this Agreement. Such certificate(s) shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. The certificate(s) shall name the other party as an "additional insured" to the extent of the indemnity obligation assumed by the insured party under this Agreement. Neither the procurement nor maintenance of any type of insurance by Customer shall in any way be construed or deemed to limit, waive, or release Customer from any of the obligations and risks of Customer under this Agreement, or to be a limitation on the nature and extent of such obligations and risks.

ARTICLE 5 - HAZARDOUS MATERIALS

Section 5.01. Asbestos And Hazardous Materials. Except as expressly stated in Exhibit B, Trane's Services expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous, noxious, flammable, explosive, reactive or radioactive substance, material or waste, urea formaldehyde, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), and any other substance, the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transport, disposal, handling, or ownership of which is regulated, restricted, or prohibited, by any federal, state, or local statute, law, ordinance, code, rule or regulation now or at any time hereafter in effect, and as may be amended from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.).

Trane shall not perform any identification, abatement, cleanup, removal, transport, treatment, storage or disposal of Hazardous Materials on Customer's premises. Customer warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit C (Description of Premises) or Exhibit F (Hazardous Materials), there are no Hazardous Materials on the Premises in areas within which Trane will be performing any part of the Services or Customer has disclosed to Trane the existence and location of any Hazardous Materials in all areas within which Trane will be performing any part of the Services. Trane's responsibility, if any, for any Hazardous Materials, shall be limited to and as

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expressly set forth in Exhibit F and Customer shall, at all times, be and remain the owner and generator of any and all Hazardous Materials on the Customer's premises and responsible for compliance with all laws and regulations applicable to such Hazardous Materials.

Should Trane become aware of or suspect the presence of Hazardous Materials in the course of performing the Services that are not disclosed in Exhibits B, C or F, or which present or may present a hazard to or endanger health welfare or safety, Trane shall have the right to immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to remove or render harmless the Hazardous Materials in accordance with all applicable laws and regulations. Trane shall be required to resume performance of the Services in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, Trane may terminate this Agreement pursuant to Section 3.05. Customer shall compensate Trane for any additional costs incurred by Trane as a result of work stoppage, including demobilization and remobilization. In addition to any other indemnity obligation of Customer to Trane, to the maximum extent permitted by law, Customer shall indemnify, defend, and hold harmless Trane, its officers, directors, beneficiaries, shareholders, partners, agents, representatives, and employees (collectively referred to as "Trane" for purposes of this Article 5) and Trane's subcontractors from all fines, suits, actions, claims, penalties, and proceedings of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with or related to: (1) any leak, deposit, spill, discharge, or release or disposal of Hazardous Materials in connection with the performance of this Agreement, except to the extent such Hazardous Materials were brought onto the Premises by Trane; and/or (2) Customer's failure to identify and disclose Hazardous Materials and to fully comply with all federal, state, and local statutes, laws ordinances, codes, rules and regulation now or at any time hereafter in effect regarding Hazardous Materials.

ARTICLE 6 - INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 6.01. Indemnification. To the maximum extent permitted by law, Trane and Customer shall indemnify and hold each other and all respective officers, directors, affiliates, shareholders, and employees harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to property of the other or other persons, to the extent arising out of or resulting from the negligence of their respective employees or other authorized agents in connection with the Premises. Neither party shall be required to indemnify the other against actions, costs, expenses, damages and liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault hereunder, then any obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. In the event one party hereto knows or has reason to believe that the other party will be required,

in connection with this Agreement, by any court or governmental administrative agency to respond to any legal action or other directive by such authorities, such party shall immediately notify the other in writing of the same.

Section 6.02. Limitation of Liability.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR PROFITS) OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

ARTICLE 7 - WARRANTY

Section 7.01. Workmanship and Equipment Warranty.

Trane warrants that, for a period of one year from the date of Final Completion (the "Warranty Period"), Trane-manufactured equipment installed hereunder and the installation work included within the Services (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane's catalogs and bulletins. Notwithstanding the foregoing, with respect to selected equipment to be identified in Exhibit B.1 (Certificate of Substantial Completion and Acceptance), Trane shall have the option of commencing the warranty period upon the later of (a) the date of initial startup of such selected equipment and (b) the date of Substantial Completion set forth in Section 2.02. Trane obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. For Trane-manufactured equipment not installed by Trane the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. Equipment and/or parts that are not manufactured by Trane are not warranted by Trane and have such warranties as may be extended by the respective manufacturer. If such defect in Trane-manufactured equipment or the installation work is discovered within the Warranty Period, Trane will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said Trane-manufactured equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatsoever shall attach to Trane until said equipment and Services have been paid for in full and then said liability shall be limited to Trane's cost to correct the defective equipment or work and/or the purchase price of the equipment shown to be defective. Trane's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Trane, improper operation, or normal wear and tear under normal usage. Trane shall not be obligated to pay for the cost of lost refrigerant.

The foregoing does not apply to Maintenance and the warranties for Maintenance (if any) are separately stated on Exhibit G of this Agreement.

THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

ARTICLE 8 - GENERAL PROVISIONS

Section 8.01. Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Trane, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

Section 8.02. Applicable Law and Jurisdiction. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the project is located. Customer hereby consents and submits to the personal jurisdiction of the courts of the state where the project is located and of the United States District Court in such state and to being sued, whether in the state where the project is located or elsewhere.

Section 8.03. Complete Agreement. This Agreement and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Agreement between both parties regarding the subject matter hereof. There are no agreements, understandings, or covenants between the parties of any kind, expressed or implied, oral or otherwise pertaining to the Services that have not been set forth in this Agreement. Any Proposals furnished by Trane prior to execution of this Agreement were for negotiation purposes only and shall not constitute legally binding commitments. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. The energy audit authored by Trane and/or its consultant(s), including any summaries, excerpts, and abstracts thereof (collectively, the "Energy Audit"), are used to show operational and consumption data and calculations and projections regarding savings, but do not reflect the savings guaranteed by Trane; in the event of any conflict or contradiction between the Energy Audit and the provisions of this Agreement and its Exhibits, the provisions of this Agreement and its Exhibits shall govern.

Section 8.04. Force Majeure. Neither party shall be considered to be in default hereunder when a failure of performance (other than Customer's obligation to make

payment to Trane) is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause or event beyond the control of the party. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of the party. If either party is rendered unable to fulfill any of its obligations under this Agreement by reason of an Event of Force Majeure it shall give prompt written notice of such fact to the other and the obligated party obligations shall be suspended until removal of the Event of Force Majeure. If either party shall be unable to carry out any material obligation under this Agreement due to Event of Force Majeure, this Agreement shall, at the election of either party: (i) remain in effect but the parties' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) calendar days notice to the other party, pursuant Section 3.05.

Section 8.05. Further Documents. The parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

Section 8.06. Severability. If any term or conditions of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible.

Section 8.07. Signatures in Counterpart. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A facsimile copy hereof shall suffice as an original.

Section 8.08. Neutral Interpretation. The form of this Agreement has been prepared initially by Trane. However, the parties acknowledge that this is a negotiated Agreement and, in the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for, nor more strongly against, either party.

Section 8.09. Bonds. Trane shall furnish payment and performance bonds equal to 100% of the Contract Price. Such bonds shall not cover any warranties beyond one year from completion of the installation. Trane will provide a Guaranteed Energy Savings ("GES Bond") for one year beginning on the date of Final Completion, in an amount equal to the annual Guaranteed Energy Savings calculated pursuant to Exhibit E of this Agreement. Customer shall pay Trane for the actual cost of the GES Bond annually in

advance, which cost is not included in and is in addition to the Contract Price. The GES Bond shall be renewed annually during the term of this Agreement and at the Customer's expense, subject to the following limitation. The GES Bond is a surety product currently made available to energy savings performance contractors. Therefore, Trane's ability to provide the initial GES Bond, and annual renewals thereto, is subject to availability of this surety product in the commercial marketplace through Trane's usual bonding company relationship. In the event Trane is unable to obtain the GES bond in any given year, Trane shall provide written notice of that fact to Customer. The parties acknowledge that availability of the GES Bond surety product is a circumstance beyond Trane's control.

Section 8.10 Attorneys' Fees and Costs. Should either party employ an attorney to institute suit or demand arbitration to enforce any of the provisions hereof to protect its interests in any manner arising under this Agreement, or to recover on a surety bond furnished by a party to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, charges, and expenses incurred therein.

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EXHIBIT A
Payment Schedule

Customer will make payments to Trane at the times and in the amounts set forth in the following schedule:

<i>Milestone</i>	<i>Payment Due</i>
10/30/12– Initial Payment Upon Execution of Notice to Proceed by Customer	\$820,000.00
11/30/12 - Monthly Payment	\$615,000.00
12/30/12} - Monthly Payment	\$615,000.00
1/30/13} - Monthly Payment	\$410,000.00
2/28/13 - Monthly Payment	\$410,000.00
3/30/13 - Final Payment	\$410,000.00
4/30/13 - Final Payment	\$410,000.00
5/30/13 - Final Payment	\$205,000.00
6/30/13 - Final Payment	\$205,000.00
Total Payments	\$4,100,000.00

EXHIBIT B
Scope of Services

The Services are defined as the following:

Trane will furnish and install the sports lighting as defined in this scope of work

The lighting materials are as manufactured by Musco Lighting and will include the systems described below:

Light Structure Green™ System delivered to your site in Five Easy Pieces™

- Pre-cast concrete bases (where applicable)
- Galvanized steel poles (where applicable)
- UL Listed remote electrical component enclosures
- Pole length wire harness
- Factory-aimed and assembled luminaries

Sports Cluster Green™

- Factory aimed and assembled pole top luminaire assemblies
- 1500-watt metal halide fixtures
- UL Listed remote electrical component enclosures
- Mounting hardware for the pole top units and electrical component enclosures
- Pole length wire harness
- Disconnects

Control Link® Control & Monitoring System for flexible control and solid management of your lighting system on facilities with new LightStructure Green installations. Controls will be installed on all other facilities.

Lighting Contactors sized for the voltages available at the site.

The sports lighting will be installed at the following facilities:

- Wald Park Sports Lighting
 - - Baseball Fields (5)
 - - Pool
 - - Tennis Courts
- Cahaba Heights Sports Lighting
- Liberty Park Sports Lighting
- Central Elementary School Sports Lighting
- East Elementary School Sports Lighting
- Vestavia Hills High School Tennis Lights (6 courts)



The detailed scope of work for each facility is as follows:

Wald Park Baseball Fields

- Remove 219 existing fixtures
- Replace existing fixtures with 128 new Musco SCG fixtures
- Utilize 17 existing concrete poles
- In accordance with Exhibit B, Attachment 3, manufacturer's guaranteed Light levels of 50 foot candles on the infields and 30 foot candles on the outfields of all 5 fields
- In accordance with Exhibit B, Attachment 2, manufacturer's 10 year warranty on all equipment and two year warranty on all lamps. Year one of lamp warranty will include all lamps and labor cost. Year two of lamp warranty will only include lamps.
- Provide Controls for scheduling and on/off of the lighting system.

Additional details of the scope of work to be provided are as follows:

- Provide Project Management and assistance as needed.
- Provide required Musco Sports Cluster Green equipment.
- Provide Stamped Electrical plans from Licensed EE in the State of Alabama
- Remove fence as necessary to access fields.
- Remove and dispose of existing lighting fixtures, lamps, electrical enclosures, platforms, and cross arms on (17) concrete poles. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- Leave the existing grounding wires and power feed in place for reattachment to the new SCG product.
- Locate source of loop feed for track lighting and install disconnect, time clock and contactor for control.
- Provide storage containers for materials (including ballast boxes) as needed and waste disposal.
- Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
- Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- Ground the new product on poles per the NFPA 780 code. This will include grounding of the electrical enclosures and remote light fixture cross arms.
- Install Musco electrical enclosures and (128) SCG fixtures on (17) existing poles. This will be for field lighting, track, and parking lighting and pool lighting on C2 pole (Remove steps if required to mount ballast boxes.)
- Install wiring from secondary of each pole mounted transformer to new electrical enclosures Segregate secondary wiring from the primary wiring inside of pole for SB and track lighting on 4 wagon wheel SB fields,. (note: track lighting on outfield poles on wagon wheel is loop fed from separate 240V source and have panel at base of poles.
- At single SB field, install wiring from existing 240V panel box on each pole, to new electrical enclosures. Terminate all wiring.
- Provide materials and equipment to wire and terminate ballasts to SCG fixtures, segregating fixture wires from primary wiring inside of pole.
- Provide equipment and materials to install and wire (2) new Control Link Retrofit units to control OCB switching as required (1 in concession building of wagon wheel , and 1 in press box on single field.) These will not control tracking lighting.
- Provide materials and equipment to mount the (2) Musco Supplied Surge Protection Devices to the distribution panel and terminate necessary wiring.
- Provide dedicated 2P30A breaker in distribution panel (Voltage to be determined) for surge protection device.
- Commission Control Link by contacting control-Link Central (877-347-3319) and going through the following steps:
 - -Check all zones to make sure they work in both auto and manual mode.



- -1 hour comprehensive burn of the lights on each zone.
- Keep all heavy equipment off of playing fields. Repair damage to grounds, Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- Jobsite to be returned to condition substantially existing prior to construction of lighting system.
- Obtain any required building or electrical permitting

Customer Responsibilities:

- Reasonable access to the site for construction, including closing of the roads and moving cars out of parking areas to allow subcontractor to work on poles as needed.
- Locate existing underground utilities, irrigation lines, sprinkler heads as requested by Trane
- All necessary environmental permitting
- Structural inspection and signed drawings if required.
- Remove vegetation as needed to access poles.
- Trane will have to access fields to change lighting.
- Turnoff sprinklers 48 hours prior to the start of re installation to prevent ruts on soft field.
- Owner responsible for any utility company fees and requirements.

Wald Park Swimming Pool

- Remove 9 existing fixtures and 2 existing poles
- Replace existing fixtures with 14 Musco SCG fixtures
- Install 2 new concrete poles for the new fixtures
- In accordance with Exhibit B, Attachment 3, manufacturer's guaranteed Light levels of 40 foot candles
- In accordance with Exhibit B, Attachment 1, manufacturer's 25 year maintenance free warranty

Additional details of the scope of work to be provided are as follows:

- Provide required poles, fixtures, and foundations.
- Provide layout of pole locations and aiming diagram.
- Provide Project Management as required.
- Provide stamped foundation designs based on 2500psf soils.
- Provide Stamped Electrical plans from Licensed EE in the State of Alabama
- Remove Fencing as needed to access pool area.
- Provide plywood to protect pool deck from damage from heavy equipment if access to that area is required.
- Remove and dispose of the existing lighting fixtures, and electrical enclosures as required. (2) Fixtures are on (1) existing 30' pole which needs to be removed. And 2 fixtures are on tennis court wooden pole. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- Provide storage containers for material, (including ballast boxes), as necessary and waste disposal.
- Provide stamped electrical plans for Musco to review prior to fabrication.
- Provide materials and equipment to install new panel if needed and LCC cabinet in Pump room. Feed 2 new poles and pole fixtures on existing C pole.
- Provide materials and equipment to mount the Musco Supplied Surge Protection Device to the distribution panel and terminate necessary wiring
- Provide dedicated breaker in distribution panel for surge protection device Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design. This will be to 2 new poles and existing C2 pole.
- Provide materials and equipment to install (2) LSS foundations as specified on Layout.



- Provide and install ground rods for lightning protection per NFPA 780 Code, NEC Section 250, and local building codes. Poles 75' or shorter should use a #2 bare copper conductor to the ground rod. Poles taller than 75' should use a #2/0 bare copper conductor. For standard clay soil, the ground rod must not be less than 5/8" x 8' long, driven vertically into the soil until point is 10' below grade. Ground rods must be installed in soil, not in the concrete backfill. Measure resistance per NEC 250.56. If greater than 25 ohms, then install 2nd ground rod. Ground conductor to be attached by exothermic fusion welding.
- Remove spoils to owner designated location at jobsite.
- Provide materials and equipment to assemble (13) LSG fixtures and terminate all necessary wiring. (9) Fixtures on new poles, (Steps may need to be removed to install ballast boxes on C pole.)
- Provide equipment and materials to assemble and erect (2) LSS Poles with steps and cables if required for access.
- Provide step down transformer for 120v control circuit if not available.
- Commission Control Link by contacting Control Link Central at (877-347-3319) and going through the following steps:
 - -Check all Zones to make sure they work in both auto and manual mode.
 - -1 hour comprehensive burn of all lights on each zone.
 - -Set base line for the DAS (Diagnostic Acquisition System)
- Keep all heavy equipment off of playing fields. Repair damage to grounds, Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- Jobsite to be returned to condition substantially existing prior to construction of lighting system.
- Provide startup and aiming as required to provide complete and operating sports lighting system.
- Provide as built drawings on completion of installation.
- Obtain any required building or electrical permitting

Customer Responsibilities:

- Complete access to the site for construction using standard 2 wheel drive rubber tire equipment.
- Locate existing underground utilities, irrigation lines, sprinkler heads as requested by Trane.
- Locate and mark field reference points per Musco supplied layout.
- Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
- Foundation designs are based on level areas. Bases adjacent to slopes may require enhanced foundations and additional costs.
- Owner responsible for any utility company fees and requirements.
- All necessary environmental permitting
- Provide area on site for disposal of spoils from foundation excavation.

Wald Park Tennis Courts (8 courts)

- Remove 46 existing fixtures and 12 existing poles
- Replace existing fixtures with 24 new Musco SCG fixtures
- Install 8 new poles for the new fixtures
- In accordance with Exhibit B, Attachment 3, manufacturer's guaranteed light levels of 40 foot candles
- In accordance with Exhibit B, Attachment 1, manufacturer's 25 year maintenance free warranty

Additional details of the scope of work to be provided are as follows:

- Provide required poles, fixtures, and foundations.
- Provide layout of pole locations and aiming diagram.
- Provide Project Management as required.



- Provide stamped foundation designs based on 2500psf soils.
- Provide Stamped Electrical plans from Licensed EE in the State of Alabama
- Remove Fencing as need to access courts.
- Provide plywood to protect courts from damage from heavy equipment.
- Remove and dispose of the existing (46) lighting fixtures, electrical enclosures and transformers on (12) existing poles. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- Remove and dispose of 12 existing wooden poles.
- Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- Provide storage containers for material, (including ballast boxes), as necessary and waste disposal.
- Provide materials and equipment to install (2) new electrical services and panels as required.
- Provide stamped electrical plans for Musco to review prior to fabrication.
- Provide materials and equipment to mount the (2) Musco Supplied Surge Protection Devices to the distribution panel and terminate necessary wiring.
- Provide dedicated breaker in distribution panel for each surge protection device.
- Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design.
- Provide materials and equipment to install (8) LSS foundations as specified on Layout.
- Provide and install ground rods for lightning protection per NFPA 780 Code, NEC Section 250, and local building codes. Poles 75' or shorter should use a #2 bare copper conductor to the ground rod. Poles taller than 75' should use a #2/0 bare copper conductor. For standard clay soil, the ground rod must not be less than 5/8"x 8' long, driven vertically into the soil until point is 10' below grade. Ground rods must be installed in soil, not in the concrete backfill. Measure resistance per NEC 250.56. If greater than 25 ohms, then install 2nd ground rod. Ground conductor to be attached by exothermic fusion welding.
- Remove spoils to owner designated location at jobsite.
- Provide materials and equipment to assemble (24) LSG fixtures and terminate all necessary wiring.
- Provide control wiring for (2) Player activated Push Button with Strobe.
- Provide equipment and materials to assemble and erect (8) LSS Poles with steps and cables.
- Provide equipment and materials to install (2) Lighting Contactor Cabinets and terminate all necessary wiring.
- Provide step down transformer for 120v control circuit if not available.
- Commission Control Link by contacting Control Link Central at (877-347-3319) and going through the following steps:
 - -Check all Zones to make sure they work in both auto and manual mode.
 - -1 hour comprehensive burn of all lights on each zone.
 - -Set base line for the DAS (Diagnostic Acquisition System)
- Provide startup and aiming as required to provide complete and operating sports lighting system.
- Provide as built drawings on completion of installation.
- Keep all heavy equipment off of playing fields. Repair damage to grounds, Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- Jobsite to be returned to condition substantially existing prior to construction of lighting system.
- Obtain any required building or electrical permitting

Customer Responsibilities:

- Complete access to the site for construction using standard 2 wheel drive rubber tire equipment.
- Locate existing underground utilities, irrigation lines, sprinkler heads as requested by Trane.
- Locate and mark field reference points per Musco supplied layout.
- Pay for extra costs associated with foundation excavation in non-standard soils (rock,



- caliche, high water table, collapsing holes, etc.). Standard soils are defined as soils that
- can be excavated using standard earth auguring equipment.
- Foundation designs are based on level areas. Bases adjacent to slopes may require enhanced foundations and additional costs.
- All necessary environmental permitting
- Owner responsible for any utility company fees and requirements.
- Provide area on site for disposal of spoils from foundation excavation.

Cahaba Heights Athletic Field lighting

- Remove 118 existing fixtures and 24 wood poles
- Replace existing fixtures with 74 new Musco LSG fixtures
- Install 20 new concrete poles for the new fixtures
- In accordance with Exhibit B, Attachment 3, manufacturer's guaranteed Light levels of 50 foot candles on the infield and 30 foot candles on the outfield on Kelly, Reese and Fox field. On Moss Field 30 foot candles will be guaranteed.
- In accordance with Exhibit B, Attachment 1, manufacturer's 25 year maintenance free warranty

Additional details of the scope of work to be provided are as follows:

- Provide required poles, fixtures, and foundations.
- Provide layout of pole locations and aiming diagram.
- Provide Project Management as required.
- Provide stamped foundation designs based on 2500psf soils.
- Provide Stamped Electrical plans from Licensed EE in the State of Alabama.
- Remove and dispose of the existing (118) lighting fixtures, electrical enclosures and transformers on (24) existing poles. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- Provide storage containers for material, (including ballast boxes), as necessary and waste disposal.
- Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
- Provide materials and equipment to install new services where required for new ball fields. Demo or revamping of existing services may be required.
- Provide materials and equipment to mount the Musco Supplied Surge Protection Device to the distribution panel and terminate necessary wiring.
- Provide dedicated 3P 30A breaker in distribution panel for surge protection device.
- Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design.
- Provide materials and equipment to install (20) LSS foundations as specified on Layout.
- Provide and install ground rods for lightning protection per NFPA 780 Code, NEC Section 250, and local building codes. Poles 75' or shorter should use a #2 bare copper conductor to the ground rod. Poles taller than 75' should use a #2/0 bare copper conductor. For standard clay soil, the ground rod must not be less than 5/8"x 8' long, driven vertically into the soil until point is 10' below grade. Ground rods must be installed in soil, not in the concrete backfill. Measure resistance per NEC 250.56. If greater than 25 ohms, then install 2nd ground rod. Ground conductor to be attached by exothermic fusion welding.
- Remove spoils to owner designated location at jobsite.
- Provide materials and equipment to assemble (76) LSG fixtures and terminate all necessary wiring.
- Provide equipment and materials to assemble and erect (20) LSS Poles.
- Provide equipment and materials to install (2) Lighting Contactor Cabinets and terminate all necessary wiring.



- Provide step down transformer for 120v control circuit if not available.
- Commission Control Link by contacting Control Link Central at (877-347-3319) and going through the following steps:
 - -Check all Zones to make sure they work in both auto and manual mode.
 - -1 hour comprehensive burn of all lights on each zone.
 - -Set base line for the DAS (Diagnostic Acquisition System)
- Provide startup and aiming as required to provide complete and operating sports lighting system.
- Provide as built drawings on completion of installation.
- Keep all heavy equipment off of playing fields. Repair damage to grounds, Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- Jobsite to be returned to condition substantially existing prior to construction of lighting system.
- Obtain any required building or electrical permitting

Customer Responsibilities:

- Complete access to the site for construction using standard 2 wheel drive rubber tire equipment.
- Locate existing underground utilities, irrigation lines, sprinkler heads as requested by Trane.
- Locate and mark field reference points per Musco supplied layout.
- Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
- Foundation designs are based on level areas. Bases adjacent to slopes may require enhanced foundations and additional costs.
- Owner responsible for any utility company fees and requirements.
- All necessary environmental permitting
- Provide area on site for disposal of spoils from foundation excavation.

Liberty Park Sports Lighting (ball fields and soccer fields)

- Remove 752 existing fixtures from the existing 50 concrete poles
- Replace existing fixtures with 395 new Musco SCG fixtures
- Utilize existing 50 concrete poles
- Manufacturer's guaranteed light levels of 50 foot candles on the infield and 30 foot candles on the outfield for all baseball /softball field.
- In accordance with Exhibit B, Attachment 3, manufacturer's guaranteed light levels of 30 foot candles on the soccer fields.
- In accordance with Exhibit B, Attachment 2, manufacturer's 10 year warranty on all equipment and two year warranty on all lamps; year one of lamp warranty will include all lamps and labor cost; year two will only include lamp cost.
- Provide controls for scheduling and controlling on/off of the lighting system.

Additional details of the scope of work to be provided are as follows:

- Provide Project Management and assistance as needed.
- Provide required Musco Sports Cluster Green equipment.
- Provide Stamped Electrical plans from Licensed EE in the State of Alabama
- Remove fence as necessary to access fields.
- Straighten 2 leaning poles on soccer field.
- Remove and dispose of (752) existing lighting fixtures, lamps, electrical enclosures, platforms and cross arms on (50) concrete poles. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- Leave the existing grounding wires and power feed in place for reattachment to the new SCG product.



- Provide storage containers for materials (including ballast boxes) as needed and waste disposal.
- Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
- Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- Ground the new product on poles per the NFPA 780 code. This will include grounding of the electrical enclosures and remote light fixture cross arms.
- Install Musco electrical enclosures and (391) SCG fixtures on (50) existing poles.
- Terminate existing secondary power feed from transformer to new electrical enclosures, segregating it from the primary wiring inside of pole. Secondary disconnect may need to be supplied.
- Provide materials and equipment to wire and terminate ballasts to SCG fixtures, segregating fixture wires from primary wiring inside of pole.
- Provide equipment and materials to install and wire (3) new Control Link Retrofit units. and refeed OCB's.(1 in concession building of 4 plex, and 1 in 5 plex concession building, and 1 at soccer building.)
- Provide materials and equipment to mount the (3) Musco Supplied Surge Protection Devices to the distribution panel and terminate necessary wiring.
- Provide (3) dedicated 2P30A breaker in distribution panel (Voltage to be determined) for surge protection device.
- Commission Control Link by contacting control-Link Central (877-347-3319) and going through the following steps:
 - -Check all zones to make sure they work in both auto and manual mode.
 - -1 hour comprehensive burn of the lights on each zone. .
- Keep all heavy equipment off of playing fields. Repair damage to grounds, Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- Jobsite to be returned to condition substantially existing prior to construction of lighting system.
- Obtain any required building or electrical permitting

Customer Responsibilities:

- Reasonable access to the site for construction, including closing of the roads and moving cars out of parking areas to allow subcontractor to work on poles as needed.
- Locate existing underground utilities, irrigation lines, sprinkler heads as requested by Trane
- All necessary environmental permitting
- Structural inspection and signed drawings if required.
- Remove vegetation as needed to access poles.
- Trane will have to access fields to change lighting.
- Turnoff sprinklers 48 hours prior to the start of re installation to prevent ruts on soft field.
- Owner responsible for any utility company fees and requirements.

Central Elementary School Sports Lighting

Remove 48 existing fixtures from the existing 4 concrete poles

Replace existing fixtures with 28 new Musco SCG fixtures

Utilize existing 4 concrete poles

In accordance with Exhibit B, Attachment 3, manufacturer's guaranteed Light Levels of 30 foot candles

In accordance with Exhibit B, Attachment 2, manufacturer's 10 year warranty on all equipment and two year warranty on all lamps; year one of lamp warranty will include all lamps and labor cost; year two will only include lamp cost.

Provide Controls for scheduling and controlling on/off of the lighting system.

Additional details of the scope of work to be provided are as follows:

- Provide Project Management and assistance as needed.



- Provide required Musco Sports Cluster Green equipment.
- Provide Stamped Electrical plans from Licensed EE in the State of Alabama
- Remove and dispose of 48 existing lighting fixtures, lamps, electrical enclosures, and cross arms on (4) concrete poles. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- Leave the existing grounding wires and power feed in place for reattachment to the new SCG product.
- Provide storage containers for materials (including ballast boxes) as needed and waste disposal.
- Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
- Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- Ground the new product on poles per the NFPA 780 code. This will include grounding of the electrical enclosures and remote light fixture cross arms.
- Install Musco electrical enclosures and (28) SCG fixtures on (4) existing poles.
- Terminate existing secondary power feed from transformer to new electrical enclosures, segregating it from the Primary wiring inside of pole. New secondary disconnect may need to be supplied.
- Provide materials and equipment to wire and terminate ballast to SCG fixtures, segregating fixture wires from Primary wiring inside of pole.
- Provide service as required in NE corner of field adjacent to service pole to refeed OCB and provide control circuit for Control Link retrofit unit.
- Provide equipment and materials to install (1) new Control Link Retrofit unit in NE corner of field. This will control OCB on utility service pole.
- Provide materials and equipment to mount the Musco Supplied Surge Protection Device to the distribution panel and terminate necessary wiring.
- Provide dedicated 2P30A breaker in distribution panel (Voltage to be determined) for surge protection device.
- Commission Control Link by contacting control-Link Central (877-347-3319) and going through the following steps:
 - -Check all zones to make sure they work in both auto and manual mode.
 - -1 hour comprehensive burn of the lights on each zone.
- Keep all heavy equipment off of playing fields. Repair damage to grounds, Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- Jobsite to be returned to condition substantially existing prior to construction of lighting system.
- Obtain any required building or electrical permitting

Customer Responsibilities:

- Reasonable access to the site for construction, including closing of the roads and moving cars out of parking areas to allow subcontractor to work on poles as needed.
- Locate existing underground utilities, irrigation lines, sprinkler heads as requested by Trane
- All necessary environmental permitting
- Structural inspection and signed drawings if required.
- Remove vegetation as needed to access poles.
- Trane will have to access fields to change lighting.
- Turnoff sprinklers 48 hours prior to the start of re installation to prevent ruts on soft field.
- Owner responsible for any utility company fees and requirements

East Elementary School Sports Lighting

- Remove 72 existing fixtures from the existing 6 concrete poles
- Replace existing fixtures with 30 new Musco SCG fixtures



- Utilize existing 6 concrete poles
- In accordance with Exhibit B, Attachment 3, manufacturer's guaranteed Light Levels of 30 foot candles
- In accordance with Exhibit B, Attachment 2, manufacturer's 10 year warranty on all equipment and 2 year warranty on all lamps. Year one of lamp warranty will include all lamps and labor cost. Year two will only include lamps.
- Provide controls for scheduling and controlling on /off of the lighting system.

Additional details of the scope of work to be provided are as follows:

- Provide Project Management and assistance as needed.
- Provide required Musco Sports Cluster Green equipment.
- Provide Stamped Electrical plans from Licensed EE in the State of Alabama.
- Remove and dispose of (72) existing lighting fixtures, lamps, electrical enclosures, platforms, and cross arms on (6) concrete poles. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- Leave the existing grounding wires and power feed in place for reattachment to the new SCG product.
- Provide storage containers for materials (including ballast boxes) as needed and waste disposal.
- Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
- Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- Ground the new product on poles per the NFPA 780 code. This will include grounding of the electrical enclosures and remote light fixture cross arms.
- Install Musco electrical enclosures and (30) SCG fixtures on (6) existing poles.
- Terminate existing secondary power feed from transformer to new electrical enclosures, segregating it from the primary wiring inside of pole. New secondary disconnect may need to be supplied.
- Provide materials and equipment to wire and terminate ballast to SCG fixtures, segregating fixture wires from primary wiring inside of pole.
- Provide service as required at manual HV switch location. To feed new OCB and provide control circuit for Control Link retrofit unit.
- Provide equipment and materials to install (1) new Control Link Retrofit unit near new service. Install wiring as needed to control new utility installed OCB.
- Provide materials and equipment to mount the Musco Supplied Surge Protection Device to the distribution panel and terminate necessary wiring.
- Provide dedicated 2P30A breaker in distribution panel (Voltage to be determined) for surge protection device.
- Commission Control Link by contacting control-Link Central (877-347-3319) and going through the following steps:
 - -Check all zones to make sure they work in both auto and manual mode.
 - - 1 hour comprehensive burn of the lights on each zone.
- Keep all heavy equipment off of playing fields. Repair damage to grounds, Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair
- Jobsite to be returned to substantially same condition existing prior to construction of lighting system.
- Obtain any required building or electrical permitting

Customer Responsibilities:

- Reasonable access to the site for construction, including closing of the roads and moving cars out of parking areas to allow subcontractor to work on poles as needed.
- Locate existing underground utilities, irrigation lines, sprinkler heads as requested by Trane



- All necessary environmental permitting
- Structural inspection and signed drawings if required.
- Remove vegetation as needed to access poles.
- Trane will have to access fields to change lighting.
- Turnoff sprinklers 48 hours prior to the start of re installation to prevent ruts on soft field.
- Owner responsible for any utility company fees and requirements.

Vestavia Hills Tennis Courts (6 courts)

- Remove 32 existing fixtures and all existing poles
- Replace existing fixtures with 24 new Musco LCG fixtures
- Install 9 new concrete poles for the new fixtures
- In accordance with Exhibit B, Attachment 3, manufacturer's guaranteed Light Levels of 40 foot candles
- In accordance with Exhibit B, Attachment 1, manufacturer's 25 year maintenance free warranty.

Additional details of the scope of work to be provided are as follows:

- Provide required poles, fixtures, and foundations.
- Provide layout of pole locations and aiming diagram.
- Provide Project Management as required.
- Provide stamped foundation designs based on 2500psf soils.
- Provide Stamped Electrical plans from Licensed EE in the State of Alabama
- Remove Fencing as need to access courts.
- Provide plywood to protect courts from damage from heavy equipment.
- Remove and dispose of the existing lighting fixtures and poles on lower courts. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
- Provide equipment and materials to off load equipment at jobsite per scheduled delivery.
- Provide storage containers for material, (including ballast boxes), as necessary and waste disposal..
- Provide materials and equipment to install (1) new electrical service and panel as required.
- Provide materials and equipment to mount the (1) Musco Supplied Surge Protection Devices to the distribution panel and terminate necessary wiring.
- Provide dedicated breaker in distribution panel for each surge protection device.
- Provide materials and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required per electrical design.
- Provide materials and equipment to install (9) LSS foundations as specified on Layout.
- Provide and install ground rods for lightning protection per NFPA 780 Code, NEC Section 250, and local building codes. Poles 75' or shorter should use a #2 bare copper conductor to the ground rod. Poles taller than 75' should use a #2/0 bare copper conductor. For standard clay soil, the ground rod must not be less than 5/8"x 8' long, driven vertically into the soil until point is 10' below grade. Ground rods must be installed in soil, not in the concrete backfill. Measure resistance per NEC 250.56. If greater than 25 ohms, then install 2nd ground rod. Ground conductor to be attached by exothermic fusion welding.
- Remove spoils to owner designated location at jobsite.
- Provide materials and equipment to assemble (24) LSG fixtures and terminate all necessary wiring.
- Provide control wiring for (2) Player activated Push Button with Strobe.
- Provide equipment and materials to assemble and erect (9) LSS Poles with steps and cables.
- Provide equipment and materials to install (1) Lighting Contactor Cabinets and terminate all necessary wiring.
- Provide step down transformer for 120v control circuit if not available.
- Commission Control Link by contacting Control Link Central at (877-347-3319) and going through the following steps:



- -Check all Zones to make sure they work in both auto and manual mode.
- -1 hour comprehensive burn of all lights on each zone.
- -Set base line for the DAS (Diagnostic Acquisition System)
- Provide startup and aiming as required to provide complete and operating sports lighting system.
- Provide as built drawings on completion of installation.
- Keep all heavy equipment off of playing fields. Repair damage to grounds, Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
- Jobsite to be returned to condition substantially existing prior to construction of lighting system.
- Obtain any required building or electrical permitting

Customer Responsibilities:

- Complete access to the site for construction using standard 2 wheel drive rubber tire equipment.
- Locate existing underground utilities, irrigation lines, sprinkler heads as requested by Trane.
- Locate and mark field reference points per Musco supplied layout.
- Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.). Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
- Foundation designs are based on level areas. Bases adjacent to slopes may require enhanced foundations and additional costs.
- Owner responsible for any utility company fees and requirements.
- All necessary environmental permitting
- Provide area on site for disposal of spoils from foundation excavation.

Warranties

In accordance with Article 7 of the PACT Agreement, equipment and/or parts that are not manufactured by Trane are not warranted by Trane and have such warranties as may be extended by the respective manufacturer. Thus, the following warranties are extended by the lighting subcontractor, Musco Lighting, and are between the City of Vestavia Hills and Musco.

- Musco Constant 25™ product assurance and warranty program will be provided for the new Light Structure Green poles and fixtures equipment.
- Musco 10/2 product assurance and warranty program will be provided for the SportsCluster Green equipment that will be mounted on existing structures.

Additional details of the above Musco extended warranties are as shown on Attachment 1 (“Musco 25 Year Product Assurance & Warranty”) and Attachment 2 (“Musco 10 Year Warranty”) to this Exhibit B.

Lighting Level Guarantees

All lighting level guarantees stated herein are provided solely by the manufacturer, Musco Lighting, and are between the City of Vestavia Hills and Musco Lighting. Additional details of the lighting level guarantees are as shown on Attachment 3 (“Musco Light Level Guarantee”) to this Exhibit B.

Additional Clarifications

- Shipment of entire project to each of the different park locations
- Voltage and phasing as available at the individual sites – each park built to available voltage
- Structural code and wind speed = 2006 IBC, 90 MPH Exposure C.
- Responsible for structural integrity of Musco poles only – not of poles supplied by others
- Confirmation of pole locations prior to production
- City of Vestavia Hills must provide access to all pole locations for maintenance and warranty inspection for the entire length of the Trane Contract.
- Permitting fees are not included We request that the fees be waived for work with the City of Vestavia Hills



- The proposal is based on Customer providing access to the facilities to allow a continuous installation period. Should the project require installation in two phases, Trane would reserve the right to request a price change for additional costs resulting from a two phase installation approach.



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of your lighting system to original design criteria for 25 years, or until maximum hours of coverage have accumulated, whichever comes first. Musco products and services are guaranteed to perform on your project as detailed in this document.

Light

Average Constant Light™ illumination levels are guaranteed through Musco's Smart Lamp® power regulator and service technology.

Musco will electronically monitor lamp operation and operating hours, and will group re-lamp as described in the Project Details on the following page.

Individual lamp outages that occur during the lamp warranty and maintenance period are repaired when the usage of any field is materially impacted. If actual usage exceeds the maximum hours of coverage, the customer will be required to purchase lamp replacements in order to maintain the warranty to the end of 25 years.

Energy Consumption

Average and maximum energy consumptions for your lighting system are guaranteed. Exhibit A provides a 25-year energy cost model based upon the customer provided utility rate and anticipated hours of usage. Changes in rates or usage will proportionately change the costs.

Monitoring, Maintenance and Control Services

Musco shall monitor the performance of your lighting system, including on/off status, hours of usage and lamp outages. If fixture outages that affect playability are detected, Musco will contact you and proactively dispatch technicians.

On-off control of your lighting system is provided via an easy-to-use web site scheduling system, phone, fax, or email. Our trained Control-Link Central™ service center staff is available toll-free 24/7. Regular usage reports are always available on Control-Link Central's web site.

Spill Light Control

Spill light readings at identified locations are guaranteed to be controlled to the values provided in Musco's design documents for your project, shown in Exhibit B.

Structural Integrity

Your project has been designed to _____.
Structural integrity of equipment manufactured by Musco is guaranteed.

Musco has a team of people to ensure fulfillment of our product and services warranty (Exhibit C) and maintains financial reserves dedicated to support our fulfillment of this warranty. Please keep this document as your signed contract guaranteeing comprehensive service for the 25 year period.



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Project Details

Project Name: _____ Project Number: _____

Owner: _____ City: _____ State: _____

Product(s) Covered: _____

Date Issued: _____

Expiration: _____ or maximum hours of coverage noted below, whichever occurs first

Total Average kW per hour: _____ Total Maximum kW per hour: _____

Musco products and services are guaranteed to perform on your project as follows:

Field/Zone	Fixture Quantity	Lamp Type/ Lamp Hours	Average Target Constant Light Level	Uniformity Max/Min	Total Relamps Included	Estimated Annual/25- Year Estimated Usage Hours	Maximum Hours of Coverage



Musco Constant 25™

25-Year Product Assurance & Warranty Program

Terms and Conditions

Service under this Contract is provided by Musco Sports Lighting, LLC ("Musco") or an authorized servicer approved by Musco. Services performed under this Contract shall consist of furnishing labor and parts necessary to restore the operation of the Covered Product(s) to original design criteria provided such service is necessitated by failure of the Covered Product(s) during normal usage. This Contract covers Product(s) consisting of Musco's Green Generation Lighting® with Control-Link® and any additional Musco manufactured product as listed on page 2.

"We", "us" and "our" mean Musco. "You" and "your" mean the purchaser of the Covered Product(s). No one has the authority to change this Contract without the prior written approval of Musco. Musco shall not assume responsibility for their agents or assignees other than as described below. If there is a conflict between the terms of this Contract and information communicated either orally or in writing by one or more of our employees or agents, this Contract shall control.

Additional Provisions

- 1. Availability of Service:** Control-Link Central operators shall be available 24/7 via web site, phone, fax, or email. Maintenance service specialists shall be available 8AM to 5PM Central Time, and services shall be rendered during these same hours in your local time zone, Monday through Friday (with the exception of national holidays). Hours of operation are subject to change without notice to you. Musco will exercise all reasonable efforts to perform service under this Contract, but will not be responsible for delays or failure in performing such services caused by adverse weather conditions, acts of any government, failure of transportation, accidents, riots, war, labor actions or strikes or other causes beyond its control.
- 2. Determination of Repairs:** Musco will utilize the field monitoring system and any information provided by the customer to determine when the usage of the field is materially impacted. From this information, Musco will determine needed repair and/or replacement of Covered Product(s) and parts. Repair will be with product(s) of like kind and quality.
- 3. Your Requirements Under this Contract:** You must meet all electrical and installation requirements as specified by the manufacturer. In addition, you promise and assure: full cooperation with Musco, Musco's technicians and authorized servicers during telephone diagnosis and repair of the Covered Product(s); reasonable accessibility of the Covered Product(s); a non-threatening and safe environment for service.

You agree to check fuses and to replace fuses as needed. Musco provides spare fuses in the lowest alpha-numeric numbered enclosure. Musco will replenish spare fuses used.

You agree to keep your Green Generation Lighting system online. This means keeping the required control voltage to the control system at all times. Any deviation from this practice must be discussed with Musco's Warranty Department.

- 4. Service Limitations - This Contract does not cover:** Maintenance, repair or replacement necessitated by loss or damage resulting from any external causes such as, but not limited to, theft, environmental conditions, negligence, misuse, abuse, improper electrical/power supply, unauthorized repairs by third parties, attachments, damage to cabinetry, equipment modifications, vandalism, animal or insect infestation, physical damage to Covered Products parts or components, failure of existing structures, supporting electrical systems or any non-Musco equipment, or acts of God/nature (including, but not limited to: earthquake, flood, tornadoes, typhoons, hurricanes or lightning).

5. Contract Limitations:

- a. EXCLUSIONS FROM COVERAGE:** IN NO EVENT WILL MUSCO BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY DELAY IN RENDERING SERVICE OR LOSS OF USE DURING THE REPAIR PERIOD OF THE COVERED PRODUCT(S) OR WHILE OTHERWISE AWAITING PARTS.
 - b. Limitation of Liability:** To the extent permitted by applicable law, the liability of Musco, if any, for any allegedly defective Covered Product(s) or components shall be limited to repair or replacement of the Covered Product(s) or components at Musco's option. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE COVERED PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
 - c.** For the purposes of and by your acceptance of this Contract you acknowledge and agree that if a surety bond ("Bond") is provided the warranty and/or maintenance guarantee provided for in this Contract and any corresponding liability on behalf of the issuing surety under the Bond is limited to the first twelve (12) months of said warranty and/or maintenance guarantee coverage period. Any warranty and/or guarantee coverage period in excess of said initial 12 month period does not fall within the scope of the Bond and shall be the sole responsibility of Musco.
 - d.** Musco requires reasonable access for a crane or man lift equipment to service the lighting system. Musco will not be responsible for damage from operating the vehicle on the property when the equipment is operated in the prescribed manner over the designated access route.
- 6. Transfer and Assignment:** Except to owners, you shall not have the right to assign or otherwise transfer your rights and obligations under this Contract except with the prior written consent of Musco; however, a successor in interest by merger, operation of law, assignment or purchase or otherwise of your entire business shall acquire all of your interests under this Contract.
 - 7. Governing Law:** Unless otherwise governed by applicable state law, the Contract shall be interpreted and enforced according to the laws of the State of Iowa.
 - 8. Subrogation:** In the event Musco repairs or replaces any Covered Product(s), parts or components due to any defect for which the manufacturer or its agents or suppliers may be legally responsible, you agree to assign your rights of recovery to Musco. You will be reimbursed for any reasonable costs and expenses you may incur in connection with the assignment of your rights. You will be made whole before Musco retains any amounts it may recover.

Signature: _____

Vice President of Sales



10 Year Warranty

Equipment

Musco warrants your lighting system (excluding fuses and lamps) to be free from defects in materials and workmanship for a period of ten years starting from the date of shipment.

Two Years Labor — Musco agrees to provide labor and materials for a period of two years to replace defective parts or repair defects in workmanship or, at its election, to pay the reasonable cost of labor for such repairs. For the remainder of the warranty period, replacement materials will be provided at no charge. Labor costs will be the owner's expense.

Lamps

Lamps are warranted not to fail for two years from the date of shipment. Lamps which fail during the first year of the warranty period will be replaced and installed at no cost to the owner.

Lamps which fail during the second year of the warranty period will be replaced by the manufacturer, but installation will be the owner's responsibility. Lamps damaged by physical trauma or electrical surges are not covered by this warranty.

Alignment

Musco warrants accurate alignment of the luminaires on the luminaire assembly for a period of ten years starting from the date of shipment.

Limitations

The following are not covered by this warranty:

- Fuses
- Weather condition events such as lightning or hail damage
- Improper installation, vandalism or abuse
- Unauthorized repairs or alterations

Repair and/or replacement are the complete warranty and constitute the exclusive remedy.

Project Submittal: Performance Guarantee - 10/2 Year Warranty

Musco hereby guarantees compliance with the following specifications for your project.

Field	Constant Average Illumination		Uniformity	
	Infield	Outfield	Infield	Outfield
Liberty Park Fields 1-9	50fc	30fc	2.0:1.0	2.5:1.0

Field	Constant Average Illumination	Uniformity
Liberty Park Soccer 10-14	30fc	2.0:1.0
Central Elementary Soccer	30fc	2.5:1.0
East Elementary Entire Area	30fc	2.5:1.0

This guarantee is dependent upon the following:

- All test stations matched exactly to the number and location of points supplied with the Musco computer generated light scan for constant light levels.
- Pole placement must be within 3 feet of Musco recommendation.
- Voltage supply to the ballast of all fixtures must be no less than 97% of the designed secondary voltage.

In the unlikely event that these performance specifications are not met, Musco shall provide necessary corrective action at no expense to the owner.

We trust this meets with your approval.

Musco Sports Lighting, LLC



Luann Ferreira
Vice-President Sales

Project Submittal: Performance Guarantee – Constant 25 Year Warranty

Musco hereby guarantees compliance with the following specifications for your project. Furthermore, Musco guarantees the constant light levels for 25 years.

Field	Constant Average Illumination		Uniformity	
	Infield	Outfield	Infield	Outfield
Cahaba Heights – Reese, Moss, Kelly and Fox Fields	50fc	30fc	2.0:1.0	2.5:1.0

Field	Constant Average Illumination	Uniformity
Vestavia Hills – Tennis 1-2, 3-6	50fc	2.0:1.0
Wald Park - Pool	40fc	2.0:1.0
Wald Park - Tennis	40fc	2.0:1.0

This guarantee is dependent upon the following:

- All test stations matched exactly to the number and location of points supplied with the Musco computer generated light scan for constant light levels.
- Pole placement must be within 3 feet of Musco recommendation.
- Voltage supply to the ballast of all fixtures must be no less than 97% of the designed secondary voltage.

In the unlikely event that these performance specifications are not met, Musco shall provide necessary corrective action at no expense to the owner.

We trust this meets with your approval.

Musco Sports Lighting, LLC



Luann Ferreira
Vice-President Sales



EXHIBIT B.1
Certificate of Substantial Completion

Certificate of Substantial Completion and Acceptance

City of Vestavia Hills, Alabama
Trane Project No.: J480612
Date Certificate Submitted to Customer:

The Services performed pursuant to the PACT™ Agreement, by and between **The City of Vestavia Hills, Alabama** (“Customer”) and Trane U.S. Inc., dated as of **October 5, 2012**, have been inspected by the undersigned Customer, have been determined to be substantially complete, and Customer accepts the same.

The Date(s) of Substantial Completion for the Services noted below is/are hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer.

The Warranty Period, pursuant to Article 7 of the Agreement, commences as of the Warranty Commencement Date stated below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

Customer, by and through the undersigned duly authorized representative, accepts the above listed Services as substantially complete and assumes full possession thereof as of the Date of Substantial Completion.

City of Vestavia Hills, Alabama
(Customer)

By: _____

Its: _____

Date of Customer’s Signature: _____



EXHIBIT B.2
Certificate of Final Completion

Certificate of Final Completion and Acceptance

City of Vestavia Hills, Alabama
Trane Project No.: J480612
Date Certificate Submitted to Customer:

The Services performed pursuant to the PACT™ Agreement, by and between **The City of Vestavia Hills, Alabama** ("Customer") and Trane U.S. Inc., dated as of **October 5, 2012**, have been inspected by the undersigned Customer and have been determined to be finally complete.

The Date of Final Completion is hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer.

The Warranty Period, pursuant to Article 7 of the Agreement, commences as of the Date of Final Completion, except as noted below with respect to the following equipment or work:

Description of Equipment or Work	Warranty Commencement Date

Customer, by and through the undersigned duly authorized representative, accepts the Services as finally complete and assumes full possession thereof as of the Date of Final Completion.

The City of Vestavia Hills, Alabama
(Customer)

By: _____

Its: _____

Date of Customer's Signature: _____



EXHIBIT C
Description of the Premises

The Premises are described as follows:

Civic Center / Wald Park Athletic Complex
1973 Merryvale Road
Vestavia Hills, Alabama

Cahaba Heights Athletic Complex
4405 Dolly Ridge Road –
Vestavia Hills, Alabama

Liberty Park Athletic Complex
4700 Sicard Hollow Road
Vestavia Hills, Alabama

Central Elementary School Athletic Field
Mary Fox Lane & Willoughby Rd.
Vestavia Hills, Alabama

East Elementary School
2109 Tyson Drive
Vestavia Hills, Alabama

Vestavia Hills High School
2235 Lime Rock Rd
Vestavia Hills, Alabama



EXHIBIT D
Notice to Proceed

The City of Vestavia Hills, Alabama
Trane Project No.: J480612

Customer has closed on its financing (the "Financing Closing") of the PACT™ Agreement, dated **October 5, 2012** as evidenced by the attached fully executed contract documents for financing of the Contract Price and funding of any escrow account provided for by the financing documents.

The entity providing funding to Customer:

Company Name:

Address:

Contact Name:

Telephone No.:

Email:

Pursuant to Section 1.04 of the Agreement, Customer hereby executes and issues this written Notice to Proceed authorizing Trane to immediately commence performance of the Services in accordance with the Agreement.

The City of Vestavia Hills, Alabama

By: _____

Title: _____

Dated: _____

EXHIBIT E
Energy Savings Guarantee & Operational Savings

Section 1. Energy Savings Guarantee. Trane guarantees that, as a result of the Services Trane will furnish hereunder, Customer will realize Total Energy Savings of 1,025,281 kWh defined in Table 1, in each of the consecutive twelve-month periods following the Commencement Date (each such twelve-month period being hereafter referred to as a "Guarantee Year") for the Guarantee Term (collectively, the "Guarantee"). The 1,025,281 kWh Guarantee equates to the sum of \$102,528 in Total Energy Savings each Guarantee Year calculated using the value of \$0.10 per kWh as stipulated by the parties in Exhibit E.1.

Table 1 – Annual Total Energy Savings Per Building or ECM

<i>Building or ECM</i>	Option A: Partially Measured Retrofit Isolation				
	KWH Saved	KW Saved	Therms Saved	Gallons Saved (fuel oil)	Gallons Saved (water)
Central Elementary	26,319	34.0	NA	NA	NA
East Elementary	27,212	69.7	NA	NA	NA
Liberty Park	683,471	600.5	NA	NA	NA
Wald Park Baseball Fields	155,701	154.6	NA	NA	NA
Wald Park Pool	-9,398	-7.3	NA	NA	NA
Wald Park Tennis Courts	57,661	37.0	NA	NA	NA
Cahaba Heights	78,857	75.4	NA	NA	NA
Vestavia High School Tennis Courts	5,458	-3.3	NA	NA	NA
	Option B: Retrofit Isolation				
	KWH Saved	KW Saved	Therms Saved	Gallons Saved (fuel oil)	Gallons Saved (water)
	NA	NA	NA	NA	NA
	Option C: Whole Facility				
	KWH Saved	KW Saved	Therms Saved	Gallons Saved (fuel oil)	Gallons Saved (water)
	NA	NA	NA	NA	NA
	Option D: Calibrated Simulation				
	KWH Saved	KW Saved	Therms Saved	Gallons Saved (fuel oil)	Gallons Saved (water)
	NA	NA	NA	NA	NA

Grand Total Energy Savings (annual)	1,025,281	735.1	NA	NA	NA
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Due to rounding of numbers, some numbers in the table above may vary slightly from similar energy references within this Agreement.

Section 2. Calculated Monetary Value of Total Energy Savings. Table 2 sets forth the annual calculated monetary value of Total Energy Savings per building or ECM for each method using the Base Utility Rates defined in Section 14.

Table 2 – Calculated Monetary Value of Annual Total Energy Savings Per Building or ECM

Building or ECM (Exhibit ID#)	Guarantee Options				Total Energy Savings
	Option A	Option B	Option C	Option D	
	Partially Measured Retrofit Isolation	Retrofit Isolation	Building or ECM (Exhibit ID#)	Guarantee Options	
Central Elementary	\$2,632	NA	NA	NA	\$2,632
East Elementary	\$2,721	NA	NA	NA	\$2,721
Liberty Park	\$68,347	NA	NA	NA	\$68,347
Wald Park Baseball Fields	\$15,570	NA	NA	NA	\$15,570
Wald Park Pool	-\$940	NA	NA	NA	-\$940
Wald Park Tennis Courts	\$5,766	NA	NA	NA	\$5,766
Cahaba Heights	\$7,886	NA	NA	NA	\$7,886
Vestavia High School Tennis Courts	\$546	NA	NA	NA	\$546
Total	\$102,528	NA	NA	NA	\$102,528

* Some of the dollar amounts in the table above may vary slightly from similar dollar amounts within this Agreement due to rounding.

Section 3. Calculated Monetary Value of Energy and Operational Savings With Escalation. Table 3 sets forth the calculated monetary value of Total Energy Savings (calculated using the Base Utility Rates defined in Section 14) and Operational Savings for each year of the Guarantee Term, escalated each year by the stipulated percentage shown, which is a reasonable projection of inflation (for utility costs and otherwise) based on past inflation experience and the parties' expectations. Operational Savings are stipulated by the parties and are not included within the Guarantee.

Table 3 – Calculated Monetary Value of Annual Total Energy Savings and Operational Savings With 4.4% Annual Utility Escalation

Total Savings (\$)			
Year	Total Energy Savings	Operational Savings (stipulated)	Total Savings
1	102,528	187,277	289,805

2	107,039	193,631	300,671
3	111,749	200,266	312,015
4	116,666	207,192	323,857
5	121,799	214,422	336,221
6	127,158	221,971	349,130
7	132,753	229,852	362,605
8	138,594	238,080	376,674
9	144,693	246,670	391,362
10	151,059	255,638	406,697
11	157,706	265,000	422,706
12	164,645	274,774	439,419
13	171,889	284,978	456,868
14	179,452	295,632	475,084
15	187,348	263,897	451,245
16	195,591	275,508	471,100
17	204,198	287,631	491,828
18	213,182	300,267	513,469
19	222,562	313,499	536,061
20	232,355	327,293	559,648

Section 4. IPMVP Methodology. Four (4) different methods may be utilized to measure and calculate the Total Energy Savings: Option A – Partially Measured Retrofit Isolation and/or Stipulated; Option B – Retrofit Isolation; Option C – Whole Facility; and Option D – Calibrated Simulation. Each method is in accordance with the International Performance Measurement and Verification Protocol (IPMVP). The four methods are generally described in Sections 5 through 8. The type and location of energy conservation measures (ECM) installed determine which measurement and calculation method to utilize.

Section 5. Option A. Partially Measured Retrofit Isolation. The verification techniques for Option A determine energy savings by measuring the capacity or efficiency of a system before and after a retrofit, and multiplying the difference by an agreed-upon or “stipulated” factor, such as hours of operation or load on the system. Careful review of ECM design and installation ensure that stipulated values fairly represent the probable actual value. Specific M&V methodologies and stipulations are identified for each savings strategy are detailed in sub Exhibit E.1.

Section 6. Option B. Retrofit Isolation. Verification techniques for Option B are designed for projects where long-term continuous measurement of performance is desired. Under Option B, individual loads are continuously monitored to determine performance, and this measured performance is compared with a baseline to determine savings. Option B M&V techniques provide long-term persistence

data on ECM operation and performance. This data can be used to improve or optimize the operation of the equipment on a real-time basis, thereby improving the benefit of the retrofit. Option B also relies on the direct measurement of affected end uses. *Option B is not proposed for this project.*

Section 7. Option C. Whole Facility. Verification techniques for Option C determine savings by studying overall energy use in a facility and identifying the effects of energy projects from changes in overall energy use patterns. This approach is intended for measurements of the whole-facility or specific meter baseline energy use, and measurements of whole-facility or specific meter post-implementation (Post) energy use can be measured. The methodology to establish baseline and Post parameter identification, modeling approach and baseline or model adjustments will be defined in the Section 18 of this Exhibit. Periodic inspections of baseline energy usage, operating practices, and facility and equipment, and meter measurements of the will be necessary to verify the on-going efficient operation of the equipment, systems, practices and facility, and saving attainment.

Except as otherwise provided, actual Total Energy Savings will be calculated for each month of each Guarantee Year as the product of (a) "units of energy saved" (kWh, Therms, GJ, etc.) multiplied by (b) applicable Base Utility Rates.

Units of energy saved are computed by the "Metrix" software application. "Metrix" is an accounting software application copyrighted by Abraxas Energy Services, Inc. Units of energy saved are calculated by subtracting current period measured units of energy consumed from the adjusted Base Facility Utility Consumption units of energy defined in Section 16, Table 8. Adjustments to the Base Facility Utility Consumption units of energy are based on factors such as weather, occupancy, operating hours, etc., and changes to the Base Conditions and operating practices as defined in Section 18. *Option C is not proposed for this project.*

Section 8. Option D. Calibrated Simulation. Option D is intended for energy retrofits where calibrated simulation of baseline energy use and calibrated simulations of post-installation energy consumption are used to measure savings from the retrofit. Option D can involve measurements of energy use both before and after the retrofit for specific equipment/systems or whole-building data for calibrating the simulation(s). Simulation routines must be demonstrated to adequately model actual energy performance measured in the facility. This option usually requires considerable skill in calibrated simulation. *Option D is not proposed for this project.*

Section 9. Operational Savings. Customer and Trane agree that, as a direct result of the Services, as of the Commencement Date, Customer shall have achieved no less than \$ 187,277 in annual operational cost savings ("Operational Savings") for each Guarantee Year during the Guarantee Term. Customer and Trane worked together to identify and quantify the Operational Savings based upon past and projected expenditure data provided by the Customer. Throughout the Guarantee Term, Operational Savings for each Guarantee Year after the First Guarantee Year will be deemed by Customer and Trane to escalate at a rate of four point four percent (4.4%) per year; accordingly, the Operational Savings for each Guarantee Year after the first Guarantee Year will be calculated by multiplying the immediately preceding Guarantee Year's Operational Savings by one hundred and four point four percent (104.4%). The parties agree that the 4.4% escalation rate is a reasonable projection of inflation based on past inflation experience and the parties' expectations. Customer and Trane worked together to identify and quantify Operational Savings based upon past and projected expenditure data provided by the Customer. Operational Savings specified herein are stipulated as fact, will not be measured, monitored or verified by Trane, and are considered satisfied effective on the Commencement Date. Operational Savings include the following categories (as applicable):

- a. Direct Cost Avoidance. Reduction or elimination of existing or planned service contracts, and material, supply, and labor expenditures;
- b. Indirect Cost Avoidance. Customer valuation – including such items as re-deployed labor resources and reduction in overhead; and

- c. Future Capital Cost Avoidance. Future replacement expenditures avoided as a result of new equipment installed;

The Operational Savings are detailed in the table below. Table 4 identifies the source of Operational Savings defined by Customer.

Table 4 – Detailed Operational Savings

	Description	Direct Cost Avoidance	Indirect Cost Avoidance	Future Capital Cost Avoidance
Item 1	Sports Lights Maint Ops (Exh E.2)	\$36,311		
Item 2	ARRA Lighting Energy (Exh E.3)	\$21,454		
Item 3	ARRA Lighting Maint Ops (Exh E.3)	\$4,377		
Item 4	Reduced Storm Damage (Exh E.3)	\$19,408		
Item 5	Reduced Labor & Vehicle (Exh E.3)	\$15,000		
Item 6	Capital Cost Avoidance (Exh E.5)			\$42,857

Section 10. Total Energy Savings. Total Energy Savings shall be computed as specified in this Exhibit, including the sub-Exhibits. Two different types of energy savings may be achieved under this Agreement: Energy Use Savings and Energy Rate Savings (hereinafter collectively referred to as "Total Energy Savings"). Total Energy Savings will be determined by adding the Energy Use Savings and Energy Rate Savings for each Billing Period (as hereinafter defined), together with any Installation Period Savings. Utilizing energy related bills furnished by Customer pursuant hereto, Trane shall then determine Total Energy Savings for each Billing Period and for each Guarantee Year when completed. Subject to Section 12 hereof, Trane will begin recording annual savings from and after the Commencement Date.

(a) **Energy Use Savings** are those energy savings achieved through reduction or shift in energy or demand use. Trane will calculate Energy Use Savings achieved at the Premises by subtracting energy consumption and demand for the current Billing Period from Baseline energy consumption and demand for the corresponding month as shown in Section 16, Table 8 and multiplying those savings by the current utility rate unit cost or the Base Utility Rates as described herein, whichever is higher. The Energy Use Savings will be adjusted for weather, occupancy, utilization, and facility changes as described herein.

(b) **Energy Rate Savings** are those savings achieved through a reduction in fuel and/or electricity rates by one or more of the following means:

- (i) Improved rate from local electric utility company, natural gas company, or fuel company;
- (ii) Direct purchase of natural gas or electricity; and/or
- (iii) Bulk purchase of fuel.

Trane will calculate the Energy Rate Savings obtained for each Billing Period by multiplying energy consumption and demand for the current Billing Period by the energy rate reduction, as shown in the Total Energy Savings Table 5, which is the amount by which the Base Utility Rate defined in Section 14, exceeds the improved rate. There will be no Energy Rate Savings calculation unless an energy rate reduction has been achieved either directly or indirectly by Trane through one or more of the means listed above in clauses (i) through (iii).

Table 5 – Total Energy Savings (Use if Energy Rate Savings are applicable)

Total Energy Savings (\$)			
Year	Energy Use Savings	Energy Rate Savings	Total Energy Savings
1	102,528	47,873	150,401
2	107,039	49,979	157,018
3	111,749	52,179	163,928
4	116,666	54,474	171,140
5	121,799	56,871	178,670
6	127,158	59,374	186,532
7	132,753	61,986	194,739
8	138,594	64,713	203,307
9	144,693	67,561	212,254
10	151,059	70,533	221,592
11	157,706	73,637	231,343
12	164,645	76,877	241,522
13	171,889	80,260	252,149
14	179,452	83,791	263,243
15	187,348	87,478	274,826
16	195,591	91,327	286,918
17	204,198	95,345	299,543
18	213,182	99,540	312,722
19	222,562	103,920	326,482
20	232,355	108,493	340,848

Section 11. Installation Period Savings. Energy Use Savings, as calculated in accordance with the sub-Exhibits, will accrue as the Services progress during the installation period until the Commencement Date. As applicable, Trane will calculate and document these savings as they accrue in accordance with the sub-Exhibit(s) (such savings hereinafter referred to as “Installation Period Savings”).

Section 12. Billing Period. The Billing Period is based on the time period between when readings are taken either electronically or manually by the utility or other designated agency. Utility bills will be prorated based on the number of days in the Billing Period month.

Section 13. Commencement Date and Guarantee Term. The "Commencement Date" shall be the first calendar day of the month following the month in which the Date of Final Completion occurs, unless the Date of Final Completion falls on the first calendar day of a month, in which event the Commencement Date shall be the Date of Final Completion, but in no event later than ninety (90) days after the date noted in the Certificate of Final Completion and Acceptance. The Guarantee shall begin as of the Commencement Date and, unless this Agreement shall terminate earlier, shall expire on the day immediately preceding the 14 year anniversary of the Commencement Date (hereinafter the "Guarantee Term").

Section 14. Base Utility Rates. Trane will use the greater of the then current applicable utility rate unit cost or the Base Utility Rates described herein to calculate the monetary value of Actual Savings; however, in the event Actual Savings are less than the Guarantee, the lesser of the then current applicable utility rate unit cost or the Base Utility Rates will be used to determine the monetary value of the shortfall in Actual Savings.

The following are the Base Utility Rates:

Cost of Electricity

Table 6.0 – Electric Rate Structure

Utility Company:	Alabama Power Company	
Rate Schedule:	LAF	
Effective Date:	January 2006	
Base Charge =	\$1.00	/month
Energy Cost Recovery =	\$0.02681	/kWh
Natural Disaster Reserve =	\$0.37	\$
Tax =	4%	
Billing Months	January - December	
All kWh =	\$0.153471	/kWh (Secondary)
All kWh =	\$0.143652	/kWh (Primary)
Utility Company:	Alabama Power Company	
Rate Schedule:	LTU	
Effective Date:	January 2006	
Base Charge =	\$20.00	/month
Energy Cost Recovery =	\$0.02681	/kWh
Natural Disaster Reserve =	\$0.37	\$
Tax =	4%	
Billing Months	June 1 – September 30	
kWh Energy Charge =	\$0.194831	/kWh Peak (noon – 7pm) M - F
kWh Energy Charge =	\$0.066931	/kWh Intermediate (10am – noon) M - F
kWh Energy Charge =	\$0.038431	/kWh Off-Peak (all other hrs & Sat/Sun)
Billing Months	October 1 – May 31	
kWh Energy Charge =	\$0.066931	/kWh Intermediate (7am – 9pm) M - F
kWh Energy Charge =	\$0.038431	/kWh Off-Peak (all other hrs & Sat/Sun)
Off-Peak Holidays =	New Year's Day	Independence Day
	Labor Day	Thanksgiving Day
	Christmas Day	

Minimum Bill =	\$20.00	Base Charge
	\$2.00	/kW billing capacity

Cost of Fuel(s)

Table 6.1 – Gas Rate Structure

Utility Company:	Alagasco	
Rate Schedule:	SCSI	
Effective Date:	July 1, 2012	
Service Charge =	\$15.03	/month
First 150 ccf =	\$1.3977	/ccf
Next 600 ccf =	\$1.2639	/ccf
Over 750 ccf =	\$1.2031	/ccf
State Utility Tax =	4.0%	

Table 6.2 – Fuel Rates

Facility	Fuel	Facilities Charge (per month)	Winter Rate (per therm)	Summer Rate (per therm)
NA	NA	N/A	NA	NA

Cost of Water/Sewer

Table 6.3 – Water & Sewer Rates

Utility Company:	Talladega Water & Sewer	
Rate Schedule:	Commercial	
Effective Date:	September 5, 2012	
Minimum Water Charge =	\$23.14	/month
Water Consumption Charge =	\$0.31	/cgal
Minimum Sewer Charge =	\$24.14	/month
Sewer Consumption Charge =	\$0.31	/cgal
State Utility Tax =	4.0%	

Section 15. Metering Information. Option C verification requires specific energy or water usage data to be collected. The data collected will be based on the Meter information in Section 15 Table 7.

Table 7. For Option C Measurement & Verification

Facility	Utility Type	Serves	Account #	Meter #	Rate Schedule
NA	NA	NA	NA	NA	NA

Section 16. Base Conditions. Total Energy Savings will be calculated using the Base Facility Utility Consumptions defined in Table 8. The savings and forecast shown below are for facilities and energy conservation measures using Option C M&V method and do not include any adjustments that may be necessary at the time of reconciliation as defined in Section 18. This Base Facility Utility Consumption will be used as the reference against which future years utility usage will be compared to determine the Actual Savings.

Table 8. Base Facility Utility Consumption for Option C Measurement & Verification

Baseline				Adjusted Baseline (If Applicable)			Forecast			Savings		
Date	kWh	kW	CCF	kWh	kW	CCF	kWh	kW	CCF	kWh	kW	CCF
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

Facility Lighting Operation

The following operational parameters were collaboratively agreed upon by Customer and Trane and are stipulated as fact for the purposes of this Agreement. The parameters were used in the Detailed Energy Analysis process to determine Energy Use Savings and Customer bears the risk of decreased energy savings if the facilities are operated outside of these parameters. Variation from these parameters will permit Trane to make an adjustment to the Baseline as indicated in Section 18.

Table 9 – Athletic Field Lighting Operational Parameters

Facility	Annual Lighting Burn Hours
Central Elementary	180
East Elementary	540
Liberty Park	720
Wald Park Baseball Field	720
Wald Park Pool	360
Wald Park Tennis	1080
Cahaba Heights	540
Vestavia	1080

Customer is responsible to perform the updates to the control system to conform to the above table. The Customer should limit access to lighting controls to prevent unwarranted lighting operations.

Section 17. Guarantee Reconciliation. Subject to Customer’s obligations to furnish the data and information required hereunder, within forty-five (45) days after the final month of each Guarantee Year, Trane will determine the actual Total Energy Savings (the “Actual Savings”) as described in this Exhibit and the sub-Exhibits and report the same to Customer in a Reconciliation Report. Customer shall be deemed to have accepted the determinations contained in the Reconciliation Report in the event Customer fails to object to the same within forty five (45) calendar days after delivery of the Reconciliation Report to Customer. In the event the Actual Savings, together with any Installation Period Savings that have not been previously applied against any shortfall in Total Energy Savings, are less than the Guarantee, within thirty (30) days after delivery of the Reconciliation Report Trane will pay Customer the difference between the Guarantee and the Actual Savings (credited by unapplied Installation Period Savings) for that Guarantee Year. Trane shall reimburse Customer for any such shortfall of guaranteed energy cost savings on an annual basis.

Section 18. Adjustments to Baseline. Trane may, at its sole discretion, make adjustments to the Baseline using standard and sound engineering principles as follows:

- a. Building Utilization: The total number of building occupants is a variable that may be adjusted for if the number of occupants differs from the Baseline quantity;
- b. Building Occupancy Hours: The hours the building(s) is/are occupied and/or equipment and/or lighting is utilized is a variable which may be adjusted for if the hours (quantity or time-of-day) differs from the hours identified in this Exhibit E and its sub-Exhibits. Buildings that have Trane energy management equipment will be monitored by Trane to verify hours of equipment operation. Buildings without energy management systems will have to have equipment operation logged by Customer's building staff as specified in Section 19, Customer Responsibilities, of this Exhibit E;
- c. Weather: Utility bills will be adjusted for weather;
- d. Building Changes: The Baseline may be adjusted to account for any building square footage changes, remodeling, and addition of equipment or change in usage. Customer agrees to contact Trane within seven (7) calendar days of commencement of any changes or additions of equipment or environments; and
- e. Trane's discretion, based on data or other information newly discovered or otherwise not readily available at the time the Baseline was prepared; and/or
- f. Failure of Customer to perform its obligations under Section 19 of this Exhibit E.
- g. Baseline Adjustment: Any adjustment in the baseline model of the building created as part of the engineering study appropriate to represent operation of the building if it had been designed, constructed, and/or operated in accordance with local and national codes in place as of the date of the Agreement. Such adjustments can include, but are not limited to, increased ventilation rates for code compliance and the addition of heating and/or air-conditioning to areas that previously had no environment conditioning. *No Baseline Adjustments were made.*

Section 19. Customer Responsibilities: Customer acknowledges that it has an integral role in achieving savings and agrees to perform the following responsibilities:

- a. Properly maintain, repair, and replace all energy consuming equipment with equipment of equal or better energy and operational efficiencies and promptly notify Trane of the repair and /or replacement, but no later than within fourteen (14) calendar days from the commencement thereof;
- b. Make available to Trane upon its request copies of maintenance records and procedures regarding maintenance of the Premises;
- c. Promptly provide Trane with notice of system and building alterations at the Premises that impact energy consumption, including but not limited to: energy management systems, automatic door operation, structural, occupancy sensors, photocell/timer control of exterior lighting and heat recovery systems;
- d. Log any utility meters and the operation of any energy consuming devices or equipment as directed by Trane and furnish copies of such logs to Trane within thirty (30) calendar days after preparation of the logs;
- e. Provide to Trane true, accurate and complete copies of all energy related bills within ten (10) days after Customer's receipt of such bills. The parties stipulate that, in each event that Customer fails to provide an energy related bill within thirty (30) days after the end of the Billing Period to which the bill relates, Customer shall be deemed to have realized that portion of the

Total Energy Savings prorated for the utility billing period to which said energy related bill relates and for such subsequent utility billing periods as are affected by an increase in energy and/or demand use that could have been avoided had Trane been provided with the energy related bill in a timely manner. In the event Trane subsequently receives or obtains the untimely energy related bill and such bill discloses that savings were achieved in an amount greater than had been stipulated hereunder, such greater savings will be used in calculating Actual Savings;

- f. Provide to Trane true, accurate and complete descriptions of all energy consuming devices within seven (7) days after installation and startup of such equipment. This equipment includes, but is not limited to heating, cooling or ventilating equipment, computers and other electronics, water heaters, kitchen equipment, laundry equipment, mobile trailer units, portable hospital equipment. The parties stipulate that, in each event that Customer fails to provide this information within thirty (30) days after the startup of such equipment, Customer shall be deemed to have realized that portion of the Total Energy Savings prorated for the utility billing period to which said energy related bill relates and for such subsequent utility billing periods as are affected by an increase in energy and/or demand use that could have been avoided had Trane been provided with the energy related information in a timely manner. In the event Trane subsequently receives or obtains the untimely energy related bill and such bill discloses that savings were achieved in an amount greater than had been stipulated hereunder, such greater savings will be used in calculating Actual Savings;
- g. Furnish to Trane true, accurate and complete copies of any utility rate schedules or tariffs promptly upon Trane's request for the same and, in any event, within thirty (30) calendar days after Customer's receipt of notice of a utility rate change;
- h. Maintain in effect and fully perform its obligations under the Maintenance Agreement throughout the duration of the Guarantee; and
- i. During the Term of the Agreement, permit only Trane and/or Customer approved personnel to repair, adjust or program equipment, systems, and/or controls covered by this Agreement or affecting equipment, systems, and/or controls covered by this Agreement, except in the event of an emergency, in which event Customer shall immediately notify Trane of the existence of the emergency no later than within twenty-four (24) hours of the commencement of the emergency condition.

Section 20. Exclusions from Trane's Responsibilities: Trane shall not be responsible for any of the following:

- a. Any shortfalls in Total Energy Savings, failure to satisfy the Guarantee, or for loss, damage or malfunction to equipment, systems, controls or building(s) structures resulting from non-Trane personnel examining, adjusting or repairing equipment, systems, or controls, except that personnel of MUSCO Sports Lighting LLC may examine, adjust or repair equipment, systems or controls in its provision of warranty services pursuant to Exhibit B, Attachment 1;
- b. Any failure of Customer to achieve or realize Operational Savings;
- c. Any damage or malfunction resulting from freezing, corrosion or erosion on the water side of the equipment or caused by scale or sludge on equipment;
- d. Problems or damages caused by utility service or damage sustained by equipment or systems;
- e. Furnishing any items of equipment, material, or labor, or performing tests recommended or required by insurance companies or federal, state, or local governments; and

- f. Failure or inadequacy of any structure or foundation supporting or surrounding equipment or work or any portion thereof.

Section 21. Independent Audit. Within forty-five (45) days after each anniversary of the Commencement Date, Customer may provide written notice to Trane that Customer intends to have performed an audit of the savings calculations and billings for the immediately preceding Guarantee Year. Customer and Trane shall thereupon select agreed upon experienced and qualified energy engineering auditors to complete and submit to the parties an audit of the savings calculations and billings for the immediately preceding Guarantee Year. Customer shall pay for the entire cost of the audit. The audit shall be completed within forty-five (45) days of selection of the auditor. Exercise of the right to request an audit shall in no way relieve Customer of its continuing obligation to make current payments pursuant to this Agreement. Any payments between the parties necessary to resolve any agreed upon irregularities identified in the audit will be made within sixty (60) days after submission of the audit to the parties. Any dispute arising from or related to the audit shall be resolved by recourse to the procedures set forth in Article 8 of this Agreement.

Section 22. Agreed Upon Parameters. Customer agrees that the parameters set forth in the sub-Exhibits (used for Options A, B, C & D) are mutually agreed upon and form the basis of the Guarantee. These parameters are hereby recognized, for the purposes of this Agreement, as fact and will not be measured, monitored or adjusted. These parameters apply to Total Energy Savings that shall be computed as specified in this Exhibit and sub-Exhibits.

Section 23. Detailed Energy Analysis. The "Detailed Energy Analysis," presented by Trane and MUSCO Sports Lighting, is incorporated herein for the limited purposes of presenting a description of existing conditions and the methodologies used for calculating projected energy savings with respect to the energy conservation measures comprising the Scope of Services in Exhibit B. Statements of savings contained in the Detailed Energy Analysis are projections only and do not constitute, and shall not in any way modify, the statements of Trane's Guarantee contained in this Exhibit E and sub-Exhibits referenced herein.

EXHIBIT E.1
Energy Savings Guarantee
Sports Lighting Retrofit

Applicability:

This performance guarantee applies to the high efficiency sports lighting retrofit energy conservation measures installed by Trane in the following Vestavia Hills facilities:

- Central Elementary School Sports Lighting
- East Elementary School Sports Lighting
- Liberty Park Sports Lighting
- Wald Park Sports Lighting
 - - Baseball Fields (5)
 - - Pool
 - - Tennis Courts
- Cahaba Heights Sports Lighting
- Vestavia Hills High School Tennis Lights (6 courts)

The following are mutually agreed upon parameters that form the basis of this performance guarantee. These parameters are hereby stipulated for the purposes of this Agreement as fact and will not be measured, monitored or adjusted.

Existing Fixture Watt Usage

Two types of fixtures are currently installed. All sites, except the lighting at the Vestavia Hills High School tennis courts utilize 1500 watt metal halide fixtures. The Vestavia Hills High School tennis courts use a 1000 watt metal halide fixture. These are standard fixtures. Manufacturer’s catalog data indicates that the existing 1500 watt MH Lamps are rated for 1500 watts and the associated ballast power adds another 8%. Including the ballast power, the established usage of the 1500 watt fixtures is 1,620 watts per fixture. Similarly, the 1000 watt MH Lamps are rated for 1000 watts and the associated ballast power adds another 7%. Using the ballast power, the established usage of the 1000 watt fixture becomes 1,070 watts per fixture. Actual field measurement would yield different results due to the loss of lighting, and resulting lower power usage that occurs with age and use. Thus, to provide a fair comparison, the established values below represent the watt usage of existing fixtures in a new condition. These initial watt per fixture usage values (Table 1) are stipulated and it is agreed that they will be used in the calculations for the Guarantee.

Table 1 – Existing Watt Usage per Fixture

Existing Fixtures	Watt Usage per Fixture
1500 Watt Metal Halide	1620 Watts
1000 Watt Metal Halide	1070 Watts

Hours of Operation

The current hours of operation were provided by Vestavia Hills. The new lighting controls provide the means to remotely turn on and off the sports lighting. This control has the capability of reducing operating hours since it will no longer require trips to the site for turning lighting on and off and lighting can be set to turn on and off to effectively reduce hours of operation. Musco had indicated that sites can achieve up to a thirty percent reduction in operating hours when the new controls are installed and utilized. For conservatism, a twenty percent reduction on operation hours has been used in the energy savings calculations. These current hours of operation and planned hours of operation values (Table 2) are stipulated and it is agreed that they will be used in the calculations for the energy savings Guarantee.

Table 2 – Hours of Operation

Site	Current Hours of Use	Planned Hours of Use
Central Elementary School Sports Lighting	616	492.8
East Elementary School Sports Lighting	344	275.2
Liberty Park Sports Lighting	944	755.2
Wald Park Sports Lighting		
- Baseball Fields (5)	800	640
- Pool	3200	2560
- Tennis Courts	1296	1036.8
Cahaba Heights Sports Lighting	800	640
Vestavia Hills High School Tennis Lights (6 courts)	1296	1036.8

Post-Retrofit Measurements:

The following describes the methodology for proving per-fixture wattage reductions as a result of the installation of energy efficient lighting equipment. Actual wattage measurements are taken to validate the post-retrofit, per-fixture wattage as represented in the energy savings calculations contained in Table 3.

Measurement Methodology:

Trane will install new fixtures. The detailed survey/scope of work contained in Table 3 illustrates the types of retrofits installed, and estimates the wattage of the retrofits. The purpose of this section is to validate these estimates through actual wattage measurement.

In order to validate the wattage estimates of the lighting retrofits, Trane will measure a sampling of the actual wattage consumed at each facility. This measurement will occur at the end of the first year of operation. Appropriate representatives of Vestavia Hills should be present to witness the measurement. The measurements will be taken utilizing an accurate, properly calibrated wattmeter. A qualified electrician will take the measurements, witnessed by Vestavia Hills (at its option) and Trane, and will record the results. Readings will be taken on one pole at each of the following sites:

- Central Elementary School Sports Lighting
- East Elementary School Sports Lighting



- Liberty Park Sports Lighting
- Wald Park Sports Lighting
- Cahaba Heights Sports Lighting
- Vestavia Hills High School
Tennis Lights (6 courts)

Watts used per fixture will be calculated by dividing the reading from the pole by the number of fixtures on the pole.

The cost of this measurement and the responsibility for the provision of a qualified electrician will be borne entirely by Trane.

Calculation of Guaranteed Energy Savings

Table 3, Item I shows the calculation of the KW hours used in the Pre-Retrofit conditions, using the fixture watt usage and hours of use defined above. Similarly, Table 3, Item II shows the calculation of the KW Hours used in the Post-Retrofit conditions using again using the fixture watt usage and hours of operation defined above. Table 3, Item III. Shows the reduction in Kw Hours used (1, 025, 281 Kw Hours) and applies \$0.10 per Kw hr to produce Total Energy Savings in dollars of \$102,528. The \$0.10 per Kw Hour represents a conservative value of the cost of electricity based on the Vestavia Hills utility bills over the last 12 months. This value is stipulated and it is agreed that it will be used on the conversion of Kw Hours to dollars.

Calculation of Actual Savings

At the end of the first year of operation, Trane will measure the watts used by the methods defined above (Post-Retrofit Measurements). The measured actual Watts per fixture will be used to calculate the actual conditions after retrofit. Table 3, Item II calculations will be redone using the measured watts per fixture. As shown in Table 3, Item III., the difference between the Pre-Retrofit Conditions and the Post-Retrofit Conditions will be established in Kw Hours and converted to dollars using the stipulated \$0.10 per Kw Hour.

Table 3 – Energy Savings Calculations

I. PRE RETROFIT CONDITIONS					
SITE	Quantity of Fxtures	Fixture Type	Watts per Fixture	Hours of Use	Total Kw Hrs
Central Elementary School Sports Lighting	48	1500 watt metal halide	1620	616	47,900
East Elementary School Sports Lighting	72	1500 watt metal halide	1620	344	40,124
Liberty Park Sports Lighting	752	1500 watt metal halide	1620	944	1,150,019
Wald Park					
- Baseball Fields (5)	219	1500 watt metal halide	1620	800	283,824
- Pool	9	1500 watt metal halide	1620	3200	46,656
- Tennis Courts	46	1500 watt metal halide	1620	1296	96,578
Cahaba Heights Sports Lighting	118	1500 watt metal halide	1620	800	152,928
Vestavia Hills High School Tennis Lights (6 courts)	32	1000 watt metal halide	1070	1296	44,375
Total Kw Hours Used Per Year					1,862,404

II. POST RETROFIT CONDITIONS					
SITE	Quantity of Fxtures	Fixture Type	Watts per Fixture	Hours	Total Kw Hrs
Central Elementary School Sports Lighting	28	MUSCO LSG 1500	1564	492.8	21,581
East Elementary School Sports Lighting	30	MUSCO LSG 1500	1564	275.2	12,912
Liberty Park Sports Lighting	395	MUSCO LSG 1500	1564	755.2	466,547
Wald Park		MUSCO LSG 1500			0
- Baseball Fields (5)	128	MUSCO LSG 1500	1564	640	128,123
- Pool	14	MUSCO LSG 1500	1564	2560	56,054
- Tennis Courts	24	MUSCO LSG 1500	1564	1036.8	38,917
Cahaba Heights Sports Lighting	74	MUSCO LSG 1500	1564	640	74,071
Vestavia Hills High School Tennis Lights (6 courts)	24	MUSCO LSG 1500	1564	1036.8	38,917
Total Kw Hours Used Per Year					837,123

III. SAVINGS CALCULATION	Total Kw Hours Saved	Average Annual \$ / Kw Hours	Total Savings, \$
Central Elementary School Sports Lighting	26,319	\$0.1000	\$2,632
East Elementary School Sports Lighting	27,212	\$0.1000	\$2,721
Liberty Park Sports Lighting	683,471	\$0.1000	\$68,347
Wald Park		\$0.1000	\$0
- Baseball Fields (5)	155,701	\$0.1000	\$15,570
- Pool	-9,398	\$0.1000	(\$940)
- Tennis Courts	57,661	\$0.1000	\$5,766
Cahaba Heights Sports Lighting	78,857	\$0.1000	\$7,886
Vestavia Hills High School Tennis Lights (6 courts)	5,458	\$0.1000	\$546
	1,025,281		\$102,528



EXHIBIT - E.2
Lighting Maintenance Operational Savings

1.0 Agreed Upon Parameters:

The following are mutually agreed upon parameters that describe the basis for the Operational Savings. These parameters are hereby stipulated for the purposes of this Agreement, as fact and will not be measured, monitored or adjusted.

a) Applicability

By implementing this project at the various athletic complexes as described in this Agreement, the City of Vestavia Hills will realize labor and materials savings associated with common maintenance activities of athletic field lighting.

Base Utility Rates are set forth in Exhibit E Section 14.0

b) Annual Operating Characteristics

The annual operating characteristics are based on the detailed audit of the sports lighting systems at the various complexes, customer interviews, customer maintenance invoices, and industry standard percentages of average failure rates for new lamps and ballasts. These values are mutually agreed to by Customer and Trane.

2.0 Computation of Savings:

The following describes the stipulated methodology for computing Operational Savings based on the agreed to lamp and ballast failure rates.

a) Presentation of Data

The following data is presented for use in the Operational Savings calculation and has been established and collaboratively agreed to by the Customer and Trane. For the purposes of this Agreement, the data is considered fact and will not be measured, monitored or adjusted.



Facility	Avg Rated Lamp Life, hrs	Avg Annual Use, hrs	Estimated Lamp Life, yrs	# of Fixtures	Estimated L & M Maint Cost/Fix	Estimated L & M Maint \$/relamp	Contract Term, yrs	# relamps per term	Total Relamp \$/term	Annual Relamp Cost, \$
Central Park										
Existing	3000	616	4.87	48	125	\$6,000	15	3.08	\$18,480	\$1,232
Proposed	5000	493	10.14	28	125	\$3,500	15	1.479	\$5,177	\$345.10
Savings									\$13,304	\$887

East Elementary										
Existing	3000	344	8.72	72	125	\$9,000	15	1.72	\$15,480	\$1,032
Proposed	5000	275	18.18	30	125	\$3,750	15	0	\$0	\$0.00
Savings									\$15,480	\$1,032

Liberty Park										
Existing	3000	944	3.18	752	125	\$94,000	15	4.72	\$443,680	\$29,579
Proposed	5000	755	6.62	395	125	\$49,375	15	2.265	\$111,834	\$7,455.63
Savings									\$331,846	\$22,123

Wald Park Baseball Fields										
Existing	3000	800	3.75	219	125	\$27,375	15	4	\$109,500	\$7,300
Proposed	5000	640	7.81	128	125	\$16,000	15	1.92	\$30,720	\$2,048.00
Savings									\$78,780	\$5,252

Wald Park Pool										
Existing	3000	1600	1.88	9	125	\$1,125	15	8	\$9,000	\$600
Proposed	5000	1600	3.13	9	125	\$1,125	15	0	\$0	\$0.00
Savings									\$9,000	\$600



Wald Park Tennis

Existing	3000	1296	2.31	46	125	\$5,750	15	6.48	\$37,260	\$2,484
Proposed	5000	1296	3.86	46	125	\$5,750	15	0	\$0	\$0.00
Savings									\$37,260	\$2,484

Cahaba Heights

Existing	3000	800	3.75	118	125	\$14,750	15	4	\$59,000	\$3,933
Proposed	5000	800	6.25	118	125	\$14,750	15	0	\$0	\$0.00
Savings									\$59,000	\$3,933

Vestavia Hills High School Tennis Courts

Existing	3000	1	3000.00	0	125	\$0	15	0.005	\$0	\$0
Proposed	5000	1	5000.00	0	125	\$0	15	0.003	\$0	\$0.00
Savings									\$0	\$0

Grand Total Savings for 15 yrs

\$544,669

Grand Total Annualized Savings

\$36,311.28 \$36,311



3.0 Presentation of Savings:

The following values are the stipulated lighting maintenance savings the City of Vestavia Hills will realize by retrofitting the existing lights as presented in the proposal.

Total Annual Stipulated Lighting Materials Deferment Savings = \$36,311

The above Operational Savings are mutually agreed to by Customer and Trane, will not be measured or recalculated during the life of the Agreement, and are hereby stipulated for the purposes of this Agreement.

EXHIBIT - E.3

Miscellaneous Operational Savings

1.0 Agreed Upon Parameters:

The following are mutually agreed upon parameters that describe the basis for the Operational Savings set forth herein. These parameters are hereby stipulated for the purposes of this Agreement, as fact and will not be measured, monitored or adjusted.

a) Applicability

Associated with the implementation of this project are several valid opportunities to obtain operational savings:

- i) The retrofit of various fluorescent lighting fixtures in certain city buildings will reduce energy consumption for those particular retrofitted fixtures
- ii) The retrofit of various fluorescent lighting fixtures in certain city buildings will reduce lamp and ballast replacement labor & material.
- iii) The retrofit of the athletic field lighting with the MUSCO systems will reduce typical storm damage that occurs when the fields are subjected to high wind speeds & stormy weather conditions.
- iv) The retrofit of the athletic field lighting with the MUSCO systems will reduce or eliminate the labor & vehicle usage currently required to turn the lights on/off each day.

Base Utility Rates are set forth in Exhibit E Section 14.0

b) Annual Operating Characteristics

The annual operating characteristics are based on the detailed audit of [a] certain city buildings (performed by Mayer Energy Services), and [b] the sports lighting systems at the various athletic complexes (performed by MUSCO Lighting), customer interviews, customer maintenance invoices, and industry standard percentages of average failure rates for new lamps and ballasts. These values are mutually agreed to by Customer and Trane.

2.0 Computation of Savings:

The following describes the stipulated methodology for computing Operational Savings based on the agreed to lamp and ballast failure rates.

a) Presentation of Data

The following data is presented for use in the savings calculation and has been established and collaboratively agreed to by the Customer and Trane. For the purposes of this Agreement, the data is considered fact and will not be measured, monitored or adjusted.

- i) The city provided Trane with the Detailed Audit report performed on the building lighting for several of the city's buildings. These buildings were retrofitted with more efficient T8/Electronically Ballasted lighting systems. The results of that audit, provided by the city, show an annual savings of \$21,451/year.
- ii) Also, this audit showed that the maintenance labor & material savings due to upgrading those lights was calculated to equal \$4,377 per year.
- iii) Based on invoices provided by the city, storm damage in 2011 resulted in \$129,389 just from the one storm. In as much as storm damage is not uncommon, but is highly unpredictable, the amount to be used for annual operational savings, at 15%, is taken as \$ 19,408.



- iv) As an example, Google Maps gives a roundtrip distance of 23.4 miles and an approximate drive time of 0.54 hours to make the roundtrip. Allowing about 10 minutes per stop, this gives about 2 hours per roundtrip to drive and perform the task. Two roundtrips are required per day, one to turn on the lights and one trip to turn them off. Using a Labor Rate of \$15.00/hour, a vehicle cost of \$0.51/mile, and 280 days/year, results in a cost of \$23,512/year. To be conservative, the reduced Man-hour and vehicle mileage costs are agreed to be \$15,000/year.

3.0 Presentation of Savings:

The following values are the stipulated miscellaneous Operational Savings the City of Vestavia Hills will realize by retrofitting the existing lighting systems as presented in the proposal.

Total Annual Stipulated Miscellaneous Operational Savings = \$60,239

The above Operational Savings are mutually agreed to by Customer and Trane, will not be measured or recalculated during the life of the Agreement, and are hereby stipulated for the purposes of this Agreement.



EXHIBIT - E.4

Electrical Rate Change Operational Savings

1.0 Agreed Upon Parameters:

The following are mutually agreed upon parameters that describes the basis for the Energy Rate Savings herein. These parameters are hereby stipulated for the purposes of this Agreement, as fact and will not be measured, monitored or adjusted.

a) Applicability

The Wald Park, Cahaba Heights, East Elementary, and Sicard Hollow complexes have meters that are on the Alabama Power LAF electrical rate structure. These meters can benefit by being changed to the LTU, time of use, rate structure.

Base Utility Rates are set forth in Exhibit E Section 14.0

b) Annual Operating Characteristics

The annual operating characteristics are based on the detailed audit of the sports lighting systems at the various complexes, customer interviews, customer maintenance invoices, and industry standard percentages of average failure rates for new lamps and ballasts. These values are mutually agreed to by Customer and Trane.

2.0 Computation of Savings:

The following describes the stipulated methodology for computing savings based on the agreed to lamp and ballast failure rates.

a) Presentation of Data

The following data is presented for use in the savings calculation and has been established and collaboratively agreed to by the Customer and Trane. For the purposes of this Agreement, the data is considered fact and will not be measured, monitored or adjusted.

Based on the rate comparison performed by Alabama Power, the savings realized by merely changing the rate structure based on historical energy consumption is \$47,873.

3.0 Presentation of Savings:

The following values are the stipulated Energy Rate Savings the City of Vestavia Hills will realize by retrofitting the existing lights as presented in the proposal.

Total Annual Stipulated Energy Rate Savings = \$47,873

The above Energy Rate Savings is mutually agreed to by Customer and Trane, will not be measured or recalculated during the life of the Agreement, and are hereby stipulated for the purposes of this Agreement.

EXHIBIT - E.5
Capital Cost Avoidance Operational Savings

1.0 Agreed Upon Parameters:

The following are mutually agreed upon parameters that describes the basis for the Operational Savings herein. These parameters are hereby stipulated for the purposes of this Agreement, as fact and will not be measured, monitored or adjusted.

a) Applicability

Many of the parks have obsolete sports lighting systems that are at the end of their useful life and require replacement. The cost without the effect of inflation required to replace the obsolete sports lighting systems is about \$600,000. None of these costs are currently included in any near term capital plans. The implementation of this project provides a funding source for the sports lighting improvements and avoids the requirement to budget \$600,000 for the work necessary to keep the parks operational during the term of this Agreement.

Base Utility Rates are set forth in Exhibit E Section 14.0

b) Annual Operating Characteristics

The annual operating characteristics are based on the detailed audit of the sports lighting systems at the various complexes, customer interviews, customer maintenance invoices, and industry standard percentages of average failure rates for new lamps and ballasts. These values are mutually agreed to by Customer and Trane.

2.0 Computation of Savings:

The following describes the stipulated methodology for computing capital costs avoidance.

a) Presentation of Data

The following data is presented for use in the savings calculation and has been established and collaboratively agreed to by the Customer and Trane. For the purposes of this Agreement, the data is considered fact and will not be measured, monitored or adjusted.

The capital needs expressed over the 14 year term creates an annual capital cost avoidance of \$42,857 per year.

3.0 Presentation of Operational Savings:

The following is the stipulated capital costs avoidance the City of Vestavia Hills will realize by retrofitting the existing lights as presented in the proposal.

Total Annual Stipulated Capital Costs Avoidance = \$42,857

The above Capital Costs Avoidance is mutually agreed to by Customer and Trane, will not be measured or recalculated during the life of the Agreement, and are hereby stipulated for the purposes of this Agreement.



EXHIBIT F

Hazardous Materials

Pursuant to Section 5.01 of the Agreement, the existence of the following Hazardous Materials has been disclosed by Customer and/or otherwise identified prior to the execution of the Agreement:

- PCB-containing ballasts and mercury-containing lamps which shall be replaced by Trane and disposed of by Customer as owner/generator of the Hazardous Material.



EXHIBIT G
Measurement and Verification

Commencing upon the Date of Final Completion, Trane will furnish the Measurement and Verification described in this Exhibit with respect to the Covered Equipment upon the terms and conditions contained in this Exhibit. In the event of an inconsistency or conflict between the terms and conditions of this Exhibit and the terms and conditions of the balance of this Agreement, the terms and conditions of this Exhibit shall control.

Included if Checked	Visits Per Year	Measurement and Verification Description
	1	Scheduled Service: M&V Visit
		<ul style="list-style-type: none"> • Provide services of electrical subcontractor to measure actual watts used for on one pole at each of the following sites: <ul style="list-style-type: none"> • Central Elementary Athletic Field • East Elementary Athletic Field • Liberty Park Athletic Facility • Cahaba Heights Athletic Field • Wald Park Athletic Field • Vestavia Hills High School Tennis Courts
		<ul style="list-style-type: none"> • Witness light wattage measurements
		<ul style="list-style-type: none"> • Prepare and submit savings report based on actual wattage measured

Measurement and Verification Price and Annual Adjustment. The The price for Measurement and Verification is set forth below on an annual basis, subject to the adjustments provided for herein. Trane will invoice the Measurement and Verification Price once each year and each such invoice shall be due in advance of performance of the Measurement and Verification Trane reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Trane may discontinue Measurement and Verification whenever payment is overdue. Unless otherwise expressly agreed in writing, Customer shall pay, in addition to the stated Measurement and Verification Price, all taxes not legally required to be paid by Trane or, alternatively, shall provide Trane with an acceptable, valid certificate of tax exemption. Customer shall pay all costs (including attorneys' fees) incurred by Trane in attempting to collect amounts due. Effective upon each annual anniversary of the Maintenance and Verification Commencement Date, the annual Measurement and Verification Price shall be adjusted upward by the Annual Adjustment Rate; for each year of this Agreement subsequent to the first anniversary of the Measurement and Verification Commencement Date, the Annual Adjustment Rate shall be applied to the annual Maintenance Price as previously adjusted.

First Year Annual Measurement and Verification Price	\$10,000
Any Applicable Tax* and Freight	\$N/A
First Year Annual Measurement and Verification Price Total	\$10,000

Annual Adjustment Rate	4%
------------------------	----

(* \$0.00 tax is contingent upon Customer furnishing evidence to Trane of valid, applicable exemption from sales/use or other applicable taxes.)

Term. Trane's obligations to furnish the Measurement and Verification shall commence upon the Date of Final Completion as defined in Section 2.03 of this Agreement (the "Measurement and Verification Commencement Date") and, unless this Agreement is terminated earlier, shall end upon expiration of the Guarantee Term set forth in Exhibit E.

**Schedule A to Exhibit G
Covered Equipment**

Equipment Type	Quantity	Manufacturer	Model Number	Location
Sports Lighting Fixtures	See Scope of Work Exhibit B	Musco Lighting		See Scope of Work Exhibit B

Exhibit G Additional Terms and Conditions

Performance. Trane shall perform the Maintenance described in the schedules included with this Exhibit G with respect to the listed Covered Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. Except as otherwise expressly stated, Measurement and Verification will be performed during Trane's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor rates. Trane's duty to perform Measurement and Verification is subject to Events of Force Majeure, and contingent upon the ability to procure materials from the usual sources of supply. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the date hereof. Customer shall perform required restoration at its cost prior to Trane being obligated to perform hereunder. Measurement and Verification furnished is premised on the Covered Equipment being in a maintainable condition. If initial or seasonal startup is included in the Measurement and Verification, or an inspection by Trane prior to commencement of the Measurement and Verification, indicates repairs are required, Customer shall authorize Trane to perform such repairs pursuant to a quote for the repairs provided by Trane. During the Term, Trane may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Trane and shall in no event become a fixture of customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with providing service on Covered Equipment. Trane reserves the right to remove such items at its discretion.

Customer Obligations. Throughout the Term, Customer shall:

- a. Provide Trane reasonable and safe access to all Covered Equipment;
- b. Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration, or refurbishing of the Equipment; unless expressly stated in the Scope of Services statement, Trane is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration, or refurbishing of the equipment; Trane shall not be responsible to perform any subsequent repairs to the Equipment necessitated by Customer's failure to follow such manufacturer recommendations;
- c. Reimburse Trane for services, repairs, and/or replacements performed by Trane beyond the scope of Measurement and Verification or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing overtime/holiday rates for labor and prices for materials and may at Trane's option be subject to a separate written agreement prior to its undertaking such work;
- d. Promptly notify Trane of any unusual performance of Covered Equipment;
- e. Permit only qualified personnel to repair or adjust Covered Equipment and/or controls during the Term;
- f. Utilize qualified personnel to properly operate the Covered Equipment in accordance with the applicable operating manuals and recommended procedures; and
- g. Unless water treatment is expressly included in the Measurement and Verification, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Trane.

Exclusions. Unless expressly included in "Scope of Services" or "Equipment Coverage," the services to be provided by Trane do not include, and Trane shall not be liable for, any of the following:

- a. Any guarantee of system performance, except as expressly stated in Exhibit E to this Agreement; Repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of Equipment, accident, negligence of Customer or others, damage due to freezing weather, calamity or malicious act;

- b. Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion.,;
- c. Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments;
- d. Failure or inadequacy of any structure or foundation supporting or surrounding the Equipment or any portion thereof;
- e. Building access or alterations that might be necessary to repair or replace Customer's existing equipment;
- f. Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement;
- g. Failure of Customer to follow manufacturer recommended guidelines concerning overhaul and refurbishing of the Equipment;
- h. Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, Operation of the equipment; and
- i. Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Trane.

RESOLUTION NUMBER 4405

A RESOLUTION ACCEPTING A PROPOSAL FROM THE REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM FOR PLANNING ASSISTANCE IN THE EVALUATION OF A 1.4 MILE MULTI-MODAL TRAIL ALONG THE CAHABA RIVER AND OLD OVERTON ROAD

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The proposal submitted by the Regional Planning Commission of Greater Birmingham (“RPCGB”) for planning assistance in evaluation of a 1.4 mile multi-modal trail along the Cahaba River and Old Overton Road at a cost not to exceed \$49,284.41 with a local match of 20% or \$9,856.88 is hereby accepted; and
2. A copy of said proposal is attached to and incorporated into this Resolution Number 4405 as though written fully therein; and
3. This Resolution Number 4405 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

Rebecca Leavings

From: Brian Davis
Sent: Wednesday, February 06, 2013 10:00 AM
To: Randy Robertson; Rebecca Leavings
Cc: Christopher Brady
Subject: Agenda item for first read -- APPLE grant

Attachments: 2012_10_Vestavia Hills_ Fee Proposal_Version_1.0 (1).xlsx; Cahaba_Liberty_Scope.pdf

Attached is proposal and scope of work to accept the APPLE grant (Advanced Planning, Programming, and Logistical Engineering) from the RPCGB for the Cahaba River trail along Overton and Old Overton Road. This will be a planning tool to assist with the development of this project, including determining feasibility, project budgets, funding opportunities, and engaging key stakeholders, including, but not limited to, the City of Mountain Brook, Freshwater Land Trust, Liberty Park Joint Venture, and private developments and property owners within the community and immediate area.

The services identified in this proposal are at an estimated total cost of \$49,284.41, with the 20% City match required \$9,856.88.

In order to proceed with this project as soon as possible, I would recommend placing this as a first read on Council agenda for 2/11/13 with potential approvals for this expenditure on 2/25/13.

Brian C. Davis, Director
Department of Public Services
513 Montgomery Highway
Vestavia Hills, Alabama 35216
205-978-0166 office
205-276-9095 cell
205-978-0174 fax

"Ninety-nine percent of the failures come from people who have the habit of making excuses."

- George Washington Carver

Regional Planning Commission of Greater Birmingham

Project City of Vestavia Hills, Cahaba-Liberty Trail - APPLE Project
City/County Vestavia Hills, Jefferson County, Alabama
Description Traffic Study/Project Feasibility Assessment
Scope of Work Planning
 Regional Planning Commission of Greater Birmingham

Fee Proposal

PERSONNEL COST			
	Man-Days	Daily Rate	
Deputy Director of Planning	0.00	\$ 308.52	\$ -
Principal Planner (Transportation)	2.39	\$ 237.53	\$ 567.70
Senior Planner (Land Use)	0.00	\$ 229.95	\$ -
Senior Planner (Transportation)	0.00	\$ 229.00	\$ -
Planner (Land Use)	0.00	\$ 190.00	\$ -
Senior GIS Specialist	0.00	\$ 243.60	\$ -
Principal GIS Specialist	0.00	\$ 246.00	\$ -
Transportation Engineer	0.00	\$ 240.00	\$ -
			\$ 567.70
Fringe Rate		159.50%	\$ 905.48
Overhead Rate		162.50%	\$ 1,471.41
Total Labor and Overhead			\$ 1,471.41
Out-of-Pocket Expenses**			\$ 1,331.00
		Sub-Total	\$ 2,802.41
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Contract Labor - RPCGB Transportation Planner	80	\$ 18	\$ 1,440.00
Sain Associates -Advanced Planning Study	1	\$ 45,042	\$ 45,042.00
			\$ -
			\$ -
		Sub-Total	\$ 46,482.00
		TOTAL FEE	\$ 49,284.41
		FEDERAL FUNDS	\$ 39,427.53
		LOCAL MATCH	\$ 9,856.88



RPCGB

REGIONAL PLANNING COMMISSION
OF GREATER BIRMINGHAM

2 Twentieth Street North Suite 1200 • Birmingham, Al 35203
Phone (205) 251-8139 • Fax (205) 328-3304 • www.rpcgb.org • www.bhammpo.org

December 6, 2012

Christopher Brady
City Engineer, City of Vestavia Hills
Associate Director, Department of Public Services
513 Montgomery Highway
Vestavia Hills, Alabama 35216

Mr. Brady:

The Regional Planning Commission of Greater Birmingham (RPCGB) was recently informed that the City of Vestavia Hills is interested in implementing a multi-modal trail along the Cahaba River. As requested, RPCGB will provide professional planning assistance in evaluating the expected impacts resulting from the construction of the 1.4 mile multi-modal trail along the Cahaba River and Old Overton Road. This project, which has been named The City of Vestavia Hills Cahaba-Liberty Trail, will specifically evaluate the potential for trail ways along to the Cahaba River and Overton Road/Old Overton Road. The trail would begin at River Run Drive to connect with the proposed Mountain Brook Park and end with a connection to trails on property owned by the Freshwater Land Trust near the Carraway-Davie House, a local historic gem. Further project details are provided herein.

RPCGB is an intergovernmental agency that provides planning guidance for its member municipalities. This type of initiative could serve as an example of potentially duplicable innovative programming that supports the best interest of our citizens. This project is complementary to current proposals aimed at increasing the quantity of outdoor facilities in the Greater Birmingham area.

I can be reached by phone at 205.264.8445 or by e-mail at FTaylor@rpcgb.org if you have any questions or concerns in this process.

Sincerely,

Franchesca Taylor

Franchesca Taylor
Active Transportation Planner

CC: Mike Kaczorowski, Principal Transportation Planner, RPCGB



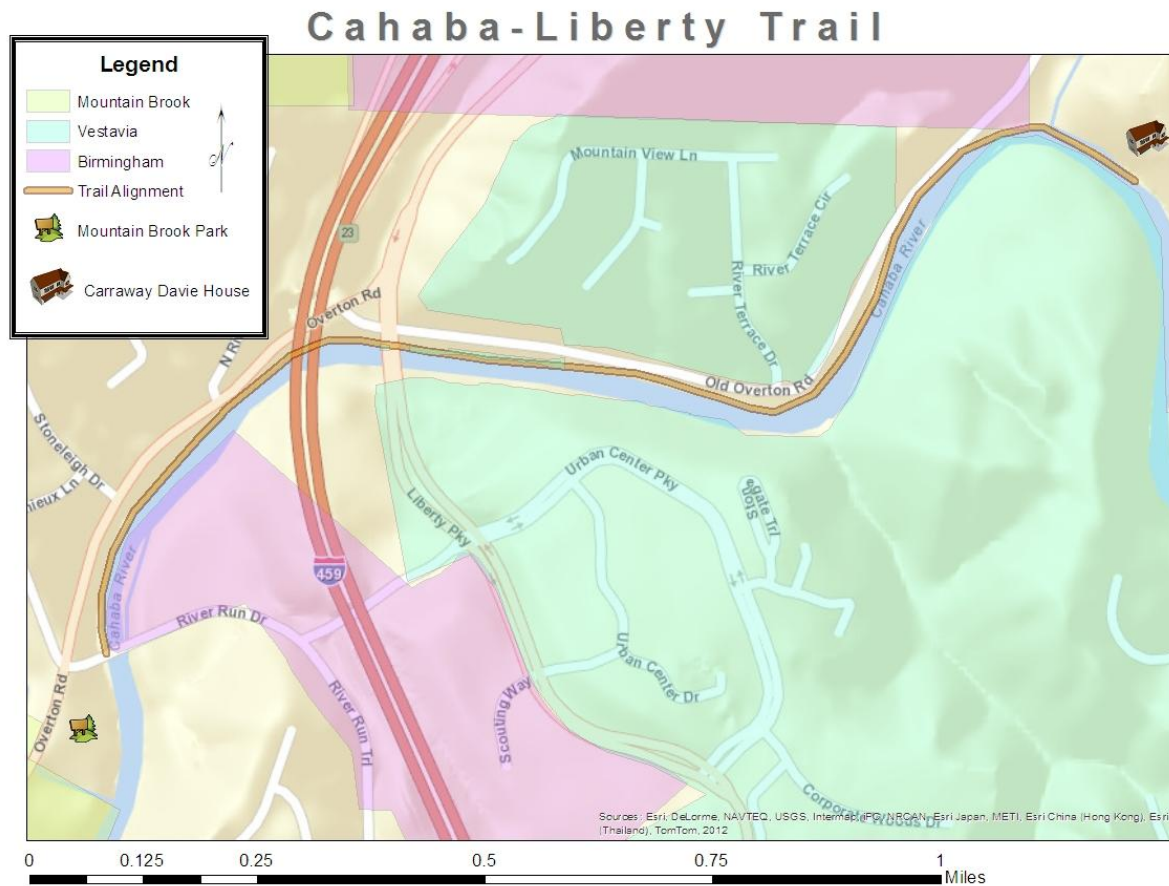
RPCGB

REGIONAL PLANNING COMMISSION
OF GREATER BIRMINGHAM

City of Vestavia Hills Cahaba-Liberty Trail -APPLE Project- Scope of Work

Project Summary

The City of Vestavia Hills has requested professional planning assistance in evaluating the expected impacts resulting from the construction of a 1.4 mile multimodal trail along the Cahaba River and Old Overton Road. The RPCGB, in response to this request, has enlisted the assistance of a qualified consulting firm from the Alabama Department of Transportation's prequalified consultant listing. The consultant will provide professional services in the support of the Advanced Planning, Programming, and Logical Engineering (APPLE) program and in assessing impacts to the City of Vestavia Hills transportation system. This project will review the potential for a trailway along the Cahaba River and Overton Road/Old Overton Road. The proposed trail would begin at River run Drive, connect with the proposed Mountain Brook Park, and end with a connection to trails on property owned by the Freshwater Land Trust near the Carraway-Davie House (see map below).



In addition to the roadways that are immediately adjacent to the Cahaba River site, RPCGB will also evaluate the impacts of a new pedestrian trail to local man-made features and environmentally sensitive areas. The City of Vestavia Hills also has requested that the RPCGB collect field data for the evaluation of bicycle and pedestrian levels of service (LOS). To support this effort, multimodal LOS assessments from the Regional Plan for three (3) roadway segments, both Existing and future No Build scenarios, will be used to aid in the evaluation of the bicycle and pedestrian levels of service.

The effort to address the request for assistance generally follows the scope of work described herein.

Scope of Work

Task 1. Project Administration and Stakeholder Management

Subtask 1.1. Project Management and Coordination

The RPCGB will develop a Project Owner's Manual. The Project Owner's Manual is a project management document that contains the scope of work, meeting agendas and minutes, a record of correspondence, and a chronicle of decisions that have been made throughout the life of the project. The purpose of the Project Owner's Manual is to keep community leaders, neighborhood leaders, city officials, and participating agencies informed of the planning process. The Project Owner's Manual is to also provide a legacy document that transcends changes in administration and is available to both the RPCGB and City of Vestavia Hills.

Subtask 1.2. Kickoff Meeting

The RPCGB will facilitate a project kickoff meeting with the City of Vestavia Hills and key stakeholders. Meeting stakeholders will include City of Vestavia Hills elected officials, Jefferson County Department of Development Services officials, Jefferson County Roads Department officials, key neighborhood and civic leaders, and business owners/operators. The purpose of the meeting will be to provide a project overview. The RPCGB will discuss project schedule, review base information needs, outline study reporting criteria, and articulate expectations for stakeholder involvement.

Subtask 1.3. Meetings, Conference Calls, and Webinars

The RPCGB will host up to four (4) in-person meetings in addition to the Kickoff Meeting with the Client and all key stakeholders.

The first meeting will be held after the existing conditions analysis is completed. The existing conditions analysis will present the findings of the traffic analysis and environmental scan. The second meeting will be held prior to finalizing study recommendations for the purpose of soliciting feedback from stakeholders. The third meeting, for the purpose of discussing next steps and educating the Client about implementation strategies, will be held prior to finalizing the study. The fourth meeting will present the entire study, to include existing conditions finding, improvement recommendations, next steps, and implementation recommendations.

Task 1 Deliverables

Product	Description.
Project Owner’s Manual	A legacy document that contains the scope of work, meeting agendas and minutes, a record of correspondence, and a chronicle of decisions that have been made throughout the life of the project
Meetings	<ul style="list-style-type: none"> • Kickoff Meeting • Four (4) formal stakeholder meetings

Task 2. Transportation System Analysis

Subtask 2.1. Data Collection and Field Review

The RPCGB, will conduct a preliminary field review to assess the constraints and opportunities for the project. Following this initial field review, RPCGB will conduct a field review with the City of Vestavia Hills and other Stakeholders to discuss the constraints, opportunities, and approach to the project. Stakeholders are expected to include representatives from the Freshwater Land Trust and others as deemed appropriate by the RPCGB and the City of Vestavia Hills. A project base map will be produced using GIS data and aerial photography; existing utilities in the area will be identified.

The RPCGB will conduct a field review in order to visually confirm roadway geometry, intersection configurations, driveway locations, trailhead locations, pavement widths, pavement markings, traffic control devices, signal locations, and signal phasing. The RPCGB will also look at land uses, system connectivity and continuity, gaps and/or barriers, and any obvious fatal environmental or other flaws.

Subtask 2.2. Review of Existing Documents

The RPCGB will review any existing plans and studies in order to become familiar with previous planning and engineering efforts. This will assist with identifying and recommending strategies and solutions that support, and/or advance, project concepts and action plans without prohibition. Available information will be collected on the Mountain Brook Park and Freshwater Land Trust trails planned near Carraway-Davie House, and a future trail planned by a doctor’s office located in Liberty Park Urban Center. Information of record from various agencies will be reviewed in order to identify man-made features and environmentally sensitive areas. These may include cemeteries, churches, schools, hospitals, parks, water and wastewater treatment facilities, public wells, public drinking water sources, ADEM registered hazardous materials sites, unusual sub-surface information available from previous explorations and geological maps, known historic structures, and archaeological sites from literature searches, known threatened and endangered species critical habitat, wetlands as depicted on the National Wetland Inventory (NWI) mapping, floodplain boundaries, and any other features readily available.

Subtask 2.3. Transportation Analysis

The RPCGB and its project team will collect morning (7AM-9AM) and evening (4PM-6PM) peak period turning movement counts at the intersection of Liberty Parkway and Overton Road. Visual observations will be conducted during the morning and evening peak traffic periods to assess general traffic operations of the all-way stop controlled intersection and document excessive traffic queues and other notable operational difficulties where applicable. Pneumatic tube count volume and vehicle classification data will be collected (four day counts: Thursday-Sunday) at Overton Road between River Run Drive and I-459 overpass, and on Old Overton Road between Overton Road and River Terrace Drive.

Additionally, tube count data will be collected (four day counts, Thursday through Sunday) for Old Overton Road between River Terrace Drive and the Carraway-Davie House driveway, to reflect traffic volumes generated in association with a typical special event held at Carraway-Davie House. Field Data to assess the bicycle and pedestrian levels of service will be collected. During the field review, observations and measurements of the canoe launch area and adjacent parking area will be made for incorporation into the project mapping. It will be determined if project termini and connections to other planned trails are logical termini and can be supported with the available data.

Task 2 Deliverables

Product	Description.
Existing Conditions Report	A Technical Memorandum that compiles data and documents, analytical results of existing and expected transportation system operational conditions, and operational/geometric deficiencies.

Task 3. Alternatives Analysis and Documentation

Subtask 3.1. Preliminary Purpose and Need

The RPCGB will develop and present a preliminary purpose and need statement that articulates the transportation problem, and the need for the transportation infrastructure improvement projects that have been identified through the APPLE process. The preliminary purpose and need statement will also articulate transportation goals and objectives of the community for both vehicular and non-motorized travel.

Subtask 3.2. Alternatives Development and Analysis

The RPCGB will develop, analyze, and present potential transportation system improvement alternatives. Field data will be collected for the evaluation of bicycle and pedestrian levels of service. During the field review, observations and measurements of the canoe launch area and adjacent parking area will be made for incorporation into the project mapping. Project termini and connections to other planned trails will be judged for feasibility through the use of available data. All alternatives will be presented using electronic mapping, as well as in tabular format. Trail implementation and alternative scenarios will be evaluated based upon the completed analysis of impacts and benefits, and be presented in an objective manner in order that stakeholders might make an informed decision about feasibility.

Subtask 3.3. Pre-NEPA Environmental Screening

The RPCGB, with guidance from the Alabama Department of Transportation Environmental Technical Section (ETS), will conduct a pre-NEPA environmental screening in order to identify the presence and location within the study area of any high-level environmental issues. Such environmental screening will include assessment of: wetlands, floodplains, streams/rivers, threatened and endangered species, cultural and historic resources, recreational resources, and socioeconomic impacts. Any environmental issues within and immediately adjacent to the study area will be mapped using a Geographic Information System (GIS), and presented on both a base-map and aerial photograph.

The Environmental Technical Section (ETS) will be consulted throughout this task, and based upon their guidance, comments, and/or recommendations, RPCGB will identify potential fatal flaws, environmental issues and impacts, and alignment and/or design considerations for potential transportation system improvement concepts.



Subtask 3.4. Prepare Advanced Planning Report

The RPCGB will prepare and submit a draft Advanced Planning Report. Generally, the Advanced Planning Report will present information in a logical manner and be organized as shown in the following:

- Cover Page
- Executive Summary
- Table of Contents
- Study Area Presentation
- Existing and Expected Conditions Analysis
- Purpose and Need Statement
The Purpose and Need Statement will clearly articulate the transportation problem, goals, and objectives.
- Inventory of Potential Environmental Issues, and Impacts
- Potential Transportation System Improvement Alternatives
- Summary of Fatal Flaws (for each alternative)
- Preliminary Design Concepts (for each alternative)
- Summary of Findings and Costs
The Summary of Findings and Costs will provide an objective presentation of data and cost estimates for each alternative design concept in order to inform stakeholders about feasibility.
- Next Steps
Next Steps will include general guidance about project advancement/implementation process, and a Responsibility Matrix that highlights who needs to do what in order to advance a project.

The RPCGB will address all comments, and perform a thorough quality review of the document, considering both technical and grammatical accuracy. A final Advanced Planning Report will be submitted to the RPCGB once all of the stakeholder comments and concerns are successfully addressed.

The RPCGB will provide the City of Vestavia Hills with a print-ready master document, an assembled document, and electronic copies of the document.

Task 3 Deliverables

Product	Description.
Alternatives Analysis	An assessment of potential transportation system modifications, considering: <ul style="list-style-type: none">• Potential Operational/Safety Benefits/Improvements• Potential Environmental Impacts• Potential Costs
Advanced Planning Report	A summary report that highlights the transportation problem, potential alternative solutions for addressing the problem, an objective evaluation of the alternatives, and presents an objective summary of findings.

Project Staffing & Cost

The RPCGB will assign Franchesca Taylor, Active Transportation Planner, as project manager, and assign an on-call third party consultant to assist with completing the Scope of Work.

Project Schedule

The City of Vestavia Hills Advance Planning Report is anticipated to be completed within six (6) months from the notice to proceed, and will not exceed nine (9) months. The scope of services is based on RPCGB understanding of the advanced planning report process and the desired product. Return of the signed original agreement and written authorization to proceed by the City of Vestavia Hills will constitute the start of the project.

Exclusions from Scope of Work

The following services are not included in RPCGB scope:

- Construction drawings
- Neighborhood or business association meetings beyond those identified in the project scope
- Detailed road or utility design
- Any other services not specifically listed in the project Scope of Work

Any Client directed changes to the final plan after the Client's approval of the draft revisions shall be reimbursed in accordance with RPCGB billing rates that are in effect at the time that the services are actually performed.

Compensation

The Scope of Work total costs for providing planning services and work products as described herein are \$49,284.41, assessed at 80% Federal and 20% Local Match. The Client agrees to pay RPCGB a lump sum fee of \$9,856.88, this amount constituting the local match required for the project. The City of Vestavia Hills will be required to provide the local match prior to RPCGB starting the project.

https://rpc.sharepoint.com/planning/_layouts/WordViewer.aspx?id=/planning/Shared%20Documents/Projects/County/Jefferson_County/Vestavia%20Hills/1099.nn_APPLE%20Project_Cahaba_Liberty_Trail/Cahaba_Liberty_Scope.docx

RESOLUTION NUMBER 4406

A RESOLUTION AUTHORIZING THE CITY MANAGER TO HIRE SIX NEW POLICE OFFICERS AND TO PROMOTE SIX EXISTING OFFICERS TO THE RANK OF SERGEANT TO FILL SIX DESK SERGEANT POSITIONS

WHEREAS, on January 28, 2013, the City Council of the City of Vestavia Hills adopted and approved Resolution Number 4393 to authorize the Mayor and City Manager to enter into an agreement for dispatch services from Shelby County and Shelby County 9-1-1; and

WHEREAS, due to the relocation of public communications, the Police Chief and City Manager have recognized duties that will need to be performed at the Municipal Center in the absence of said dispatchers which will require a total of six (6) desk sergeants; and

WHEREAS, the Police Chief has researched the issues and recommended that six (6) existing officers be promoted to the rank of sergeant to fill these six (6) desk sergeant positions and that six (6) new officers be hired to replace the promoted officers on the beat as detailed in "Exhibit A" which is attached to and incorporated into this Resolution Number 4406 as though written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to authorize the City Manager to retain and promote said officers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The City Manager is hereby authorized to hire six (6) new police officers and equip said officers with required uniforms and equipment; and

2. The City Manager is hereby authorized to promote six (6) existing police officers to the rank of sergeant effective May 20, 2013 to fill the desk sergeant positions; and
3. This Resolution Number shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

RESOLUTION NUMBER 4407

A RESOLUTION AUTHORIZING THE CITY MANAGER TO HIRE FIVE (5) SCHOOL RESOURCE OFFICERS (“SRO’S”) FOR ADDED SECURITY IN THE VESTAVIA HILLS SCHOOL SYSTEM AND PROVIDING FOR THE DIVISION OF FUNDING FOR SAID OFFICERS

WHEREAS, the leadership of the City of Vestavia Hills (“City”) and the Vestavia Hills Board of Education (“Board”) has partnered to provide additional security in the City’s schools; and

WHEREAS, the City and the Board believe that additional School Resource Officers (“SRO’s”) within each of the City’s schools would provide for the best methodology of enhanced security; and

WHEREAS, the City presently employs a total of four (4) SRO’s with the City paying the salary of one (1) SRO and the Board of Education paying the salary of three (3) SRO’s; and

WHEREAS, the Board leadership, along with the City Council and City staff, has had numerous discussions and reviewed various proposals and has reached a consensus for the following recommendations in order to enhance security at each of the City’s schools:

- A. Effective FY 2013, the City will initiate actions to employ five (5) new additional SRO’s with the salaries for said SRO’s for fiscal year 2013 which shall be divided as follows: the City shall be responsible for the salaries of two (2) of the additional SRO’s and the Board shall incur the salaries for three (3) of the additional SRO’s; and
- B. Effective the beginning of FY 2015 and every year thereafter until changed by the City, the Board will incur the salaries of four (4) of these additional SRO’s and the City shall incur the salary of one (1) of the additional SRO’s; and
- C. The City will provide each SRO with a police vehicle; and
- D. The Board will incur all one-time costs associated with uniforms, training and required equipment for said additional SRO’s; and

- E. Said Resolution Number 4407 shall become effective immediately upon the adoption and approval by the Vestavia Hills City Council as well as a matching Resolution approved and adopted by the Vestavia Hills Board of Education.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The City Manager is hereby authorized to employ five (5) new SRO's contingent on the following conditions:
 - a. Effective FY 2013, the City will initiate actions to employ five (5) new additional SRO's with the salaries for said SRO's for fiscal year 2013 which shall be divided as follows: the City shall be responsible for the salaries of two (2) of the additional SRO's and the Board shall incur the salaries for three (3) of the additional SRO's; and
 - b. Effective the beginning of FY 2015 and every year thereafter until changed by the City, the Board will incur the salaries of four (4) of these additional SRO's and the City shall incur the salary of one (1) of the additional SRO's; and
 - c. The City will provide each SRO with a police vehicle; and
 - d. The Board will incur all one-time costs associated with uniforms, training and required equipment for said additional SRO's; and
 - e. Said Resolution Number 4407 shall become effective immediately upon the adoption and approval by the Vestavia Hills City Council as well as a matching Resolution approved and adopted by the Vestavia Hills Board of Education.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

ORDINANCE NUMBER 2434

**AN ORDINANCE TO TRANSFER THE MAYOR'S
ADMINISTRATIVE DUTIES AUTHORIZED IN CITY
ORDINANCES TO THE CITY MANAGER**

WHEREAS, on November 5, 2012, the City of Vestavia Hills began operating under a Council-Manager form of Government pursuant to Act 2010-544; and

WHEREAS, certain powers and responsibilities were transferred from the Mayor to the City Manager pursuant to Alabama law; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to also transfer all administrative duties which are assigned to the Mayor in the previously adopted ordinances of the City should be transferred to the City Manager.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:**

1. The City Manager is hereby authorized to perform all administrative duties assigned to the Mayor in all City Ordinances; and
2. This Ordinance number 2434 shall become effective immediately upon adoption and posting and/or publication as required by Alabama law.

DONE, ORDERED, ADOPTED and APPROVED this the 25th day of February, 2013.

Alberto C. Zaragoza, Jr.
Mayor

ATTESTED BY:

Rebecca Leavings
City Clerk

CERTIFICATION:

I, Rebecca Leavings, as City Clerk of the City of Vestavia Hills, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance #2434 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Vestavia Hills on the 25th day of February, 2013 as same appears in the official records of said City.

Posted at Vestavia Hills Municipal Center, Vestavia Hills New Merkle House, Vestavia Hills Civic Center and Vestavia Hills Library in the Forest this the _____ day of _____, 2013.

Rebecca Leavings
City Clerk