

AGENDA
MAPLEWOOD CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 8, 2015
7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Motion to Excuse Councilperson
5. Approval of the Council Agenda
6. Public Forum
7. Announcements
8. Approval of the August 11, 2015 City Council meeting minutes
9. Motion to renew Bill 5987 Ordinance of the City Council of the City of Maplewood, Missouri amending Ordinance 5573, as amended, Chapter 56, Zoning, Section 56-72, SR Single Family Residential District, Permitted Uses, to allow short term vacation rentals in the SR District (requested by Councilmember Dunn).
10. A Resolution of the City Council of the City of Maplewood, Missouri appointing Kevin Schuh to the Parks and Recreation Commission and establishing his term of office as expiring June 30, 2016.
11. A Resolution of the City Council of the City of Maplewood, Missouri appointing Kevin Neill to the Sustainability Commission and establishing his term of office as expiring June 30, 2017.
12. A Resolution of the City Council of the City of Maplewood, Missouri authorizing the City Manager to purchase four (4) police vehicles through the statewide contract available under the State of Missouri's Division of Purchasing and Materials Management Cooperative Procurement Services in the amount of eighty nine thousand six hundred thirty seven dollars (\$89,637.00).
13. A Resolution of the City Council of the City of Maplewood, Missouri authorizing the City Manager to sign a contract with CTS Group for facility modernization and energy conservation measures for the City of Maplewood.
14. Bill 5987 an Ordinance of the City Council of the City of Maplewood, Missouri, amending Ordinance 5573, as amended, Chapter 56, Zoning, Section 56-72 SR Single Family Residential District Permitted Uses to allow short term vacation rentals in the SR District (this ordinance will only be brought up for a first and second reading if the motion to renew is approved).

15. Bill 5984 an Ordinance of the City Council of the City of Maplewood, Missouri, amending Ordinance 5573 of the Maplewood Code of Ordinances, as amended, by amending Chapter 50, Traffic and Motor Vehicles, Section 50-243, Other prohibitions on parking, by adding Sunnen Drive Metrolink Tracks.
16. Bill 5985 an Ordinance of the City Council of the City of Maplewood, Missouri, amending Ordinance 5573 of the Maplewood Code of Ordinances, as amended, by amending Chapter 50, Traffic and Motor Vehicles, Section 50-243, Other prohibitions on parking, by amending Sutton Boulevard 2700 block.
17. Bill 5986 an Ordinance of the City Council of the City of Maplewood, Missouri amending Ordinance 5573, as amended, by deleting Section 34-13, Failure to Appear.
18. Bill 5988 an Ordinance of the City Council of the City of Maplewood, Missouri, amending Ordinance 5573, as amended, Chapter 14, Business and Business Regulations, by adding Article XIII, Division 3, Sections 14-800 to 14-804, Short term vacation rentals, establishing regulations governing Short term vacation rentals.
19. Council Communication
20. Mayor's Report
21. City Attorney's Report
22. City Manager's Report
23. Motion to hold a Closed Session, if needed, to discuss matters relating to litigation, legal actions and/or communication from the City Attorney as provided for in Section 610.021(1)RSMO. and/or specifications for competitive bidding under Section 610.021(11) and/or sealed bids and related documents and sealed proposals and related documents under Section 610.021(11) and/or personnel matters under Section 610.021(13)RSMO. and/or employee matters under Section 610.021(3)RSMO. and/or real estate matters under Section 610.021(2)RSMO. and/or documents related to a negotiated contract under Section 610.021(12)RSMO.
24. Adjournment

PUBLIC AGENDA NOTES
MAPLEWOOD CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 8, 2015
7:30 P.M.

The following is a brief description of the Agenda items for Tuesday, September 8, 2015:

ITEM NO. 9, is a motion to renew Bill 5987 Ordinance of the City Council of the City of Maplewood, Missouri amending Ordinance 5573, as amended, Chapter 56, Zoning, Section 56-72, SR Single Family Residential District, Permitted Uses, to allow short term vacation rentals in the SR District. This item was requested by Councilmember Dunn. If this motion passes, the ordinance listed below as Item 14 would then be back on the table and would need to be read two times and tabled until such time as a public hearing is held. If the motion is not passed, then Item 14 should be deleted from the Agenda when it comes up.

ITEM NO. 10 is a resolution appointing Kevin Schuh to the Parks and Recreation Commission and establishing his term of office as expiring June 30, 2016. Mr. Schuh is replacing Somer Anderson who has resigned.

ITEM NO. 11, is a resolution appointing Kevin Neill to the Sustainability Commission and establishing his term of office as expiring June 30, 2017. Mr. Neill worked as an intern here in the City of Maplewood approximately 8 years ago. Mr. Neill lives at 3305 Cambridge.

ITEM NO. 12, is a resolution authorizing the City Manager to purchase 4 police vehicles through the statewide contract available under the State of Missouri's Division of Purchasing and Materials Management Cooperative Procurement Services in the amount of \$89,637.00 which includes a trade-in allowance of \$8,600 for 3 used police vehicles.

ITEM NO. 13, is a resolution authorizing the City Manager to sign a contract with CTS Group for energy conservation improvements for the City of Maplewood. The city previously has chosen CTS as the energy services company to perform the work.

ITEM NO. 14, Bill 5987 is an ordinance amending the Zoning Code to allow short term vacation rentals in the Single Family Residential Zoning District as a permitted use. This bill should be treated as a bill that has received no readings only if the motion to renew in Item 9 has been approved.

ITEM NO. 15, Bill 5984 is an ordinance amending the Maplewood Code of Ordinances to create a no parking zone on both the north and south sides of Sunnen Drive 50 feet east and 50 feet west from the MetroLink tracks. Metro has requested this parking prohibition for safety reasons. This bill has been read two times and tabled and is now ready for final Council action.

ITEM NO. 16, Bill 5985 is an ordinance eliminating one parking space in the 2700 block of Sutton Blvd. alongside Orbit. There is a site distance problem at this location now that vehicles are existing the 7400 block of Hazel Ave. Staff is recommending the elimination of one parking space to create proper site distance. This bill has been read two times and tabled and is now ready for final Council action.

ITEM NO. 17, Bill 5986 is an ordinance amending the Maplewood Code of Ordinances by deleting the offense of Failure to Appear. Senate Bill 5 that was passed during this year's legislative session eliminates cities from having this type of charge. This bill has been read two times and tabled and is now ready for final Council action.

ITEM NO. 18, if Item 14 is read two times and tabled, then Item 18 which establishes the regulations for the operations of an Airbnb will need to be read two times and tabled. This ordinance amends the Maplewood Code of Ordinances to establish the regulations for Airbnb operations. The motion to delete this item from the agenda at the last meeting was defeated.

ITEM NO. 22, is a motion to hold a Closed Session to discuss a real estate matter.

August 11, 2015

The August 11, 2015 Council meeting was called to order at 7:30 p.m., Mayor James White presiding.

ON ROLL CALL, the following members were present: Councilmember Cerven, Councilmember Dunn, Councilmember Faulkingham, Mayor White, Councilmember Wolf and Councilmember Wood.

MOTION TO EXCUSE COUNCILPERSON: Councilmember Wood motioned to excuse Councilmember Greenberg, duly seconded by Councilmember Cerven, which motion received the approval of the Council.

APPROVAL OF THE COUNCIL AGENDA: Councilmember Wood motioned to approve the agenda, duly seconded by Councilmember Cerven, which motion received the approval of the Council.

PUBLIC FORUM: No one spoke.

ANNOUNCEMENTS: Mayor White recognized Boy Scout Jeremy Boyd in the audience.

APPROVAL OF THE JULY 28, 2015 CITY COUNCIL MEETING MINUTES: Councilmember Wood motioned to approve, duly seconded by Councilmember Cerven, which motion received the approval of the Council.

R15-45, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, APPOINTING EILEEN LENCZ TO THE PARKS AND RECREATION COMMISSION AND ESTABLISHING HER TERM OF OFFICE AS EXPIRING JUNE 30, 2016 was introduced. It was moved by Councilmember Wood, duly seconded by Councilmember Cerven to approve the resolution which motion received the following roll call vote: Ayes, members Cerven, Dunn, Faulkingham, Mayor White, Wolf and Wood. Nays, none.

R15-46, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, APPOINTING KIM NOONAN TO THE LIBRARY BOARD AND ESTABLISHING HER TERM OF OFFICE AS EXPIRING JUNE 30, 2017 was introduced. It was moved by Councilmember Wood, duly seconded by Councilmember Cerven to approve the resolution which motion received the following roll call vote: Ayes, members Cerven, Dunn, Faulkingham, Mayor White, Wolf and Wood. Nays, none.

R15-47, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AUTHORIZING THE CITY MANAGER TO RETAIN THE SERVICES OF SM WILSON & COMPANY TO SERVE AS THE CONSTRUCTION MANAGEMENT AGENT FOR THE DESIGN AND CONSTRUCTION OF A NEW FIRE STATION was introduced. It was moved by Councilmember Wood, duly seconded by Councilmember Cerven to approve the resolution which motion received the following roll call vote: Ayes, members Cerven, Dunn, Faulkingham, Mayor White, Wolf and Wood. Nays, none.

BILL 5984, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573 OF THE MAPLEWOOD CODE OF ORDINANCES, AS AMENDED, BY AMENDING CHAPTER 50, TRAFFIC AND MOTOR VEHICLES, SECTION 50-243,

OTHER PROHIBITIONS ON PARKING, BY ADDING SUNNEN DRIVE METROLINK TRACKS was given its first reading. It was moved by Councilmember Wood, duly seconded by Councilmember Cerven that Bill No. 5984 be moved to its second reading, which motion received the majority approval; by voice vote, of the Council.

On its second reading, it was moved by Councilmember Wood, duly seconded by Councilmember Cerven, that Bill No. 5984 be passed to its third and final reading, which motion received the majority approval; by voice vote, of the Council.

BILL 5985, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573 OF THE MAPLEWOOD CODE OF ORDINANCES, AS AMENDED, BY AMENDING CHAPTER 50, TRAFFIC AND MOTOR VEHICLES, SECTION 50-243, OTHER PROHIBITIONS ON PARKING, BY AMENDING SUTTON BOULEVARD 2700 BLOCK was given its first reading. It was moved by Councilmember Wood, duly seconded by Councilmember Cerven that Bill No. 5985 be moved to its second reading, which motion received the majority approval; by voice vote, of the Council.

On its second reading, it was moved by Councilmember Wood, duly seconded by Councilmember Cerven, that Bill No. 5985 be passed to its third and final reading, which motion received the majority approval; by voice vote, of the Council.

BILL 5986, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI AMENDING ORDINANCE 5573, AS AMENDED, BY DELETING SECTION 34-13, FAILURE TO APPEAR was given its first reading. It was moved by Councilmember Wood, duly seconded by Councilmember Cerven that Bill No. 5986 be moved to its second reading, which motion received the majority approval; by voice vote, of the Council.

On its second reading, it was moved by Councilmember Wood, duly seconded by Councilmember Cerven, that Bill No. 5986 be passed to its third and final reading, which motion received the majority approval; by voice vote, of the Council.

BILL 5987, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573, AS AMENDED, CHAPTER 56, ZONING, SECTION 56-72 SR SINGLE FAMILY RESIDENTIAL DISTRICT PERMITTED USES TO ALLOW SHORT TERM VACATION RENTALS IN THE SR DISTRICT was given its first reading. It was moved by Councilmember Wood, duly seconded by Councilmember Cerven that Bill No. 5987 be moved to its second reading. Discussion was held. Councilmember Cerven motioned to table the bill, duly seconded by Councilmember Dunn, which motion received the following roll call vote: Ayes, members Cerven, Dunn and Faulkingham. Nays, Mayor White, members Wolf and Wood. Motion to table fails. Additional discussion was held. The following roll call vote was taken on the first reading of the bill: Ayes, Cerven, Dunn and Faulkingham. Nays, Mayor White, members Wolf and Wood. Motion to move Bill 5987 to second reading fails.

BILL 5988, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573, AS AMENDED, CHAPTER 14, BUSINESS AND BUSINESS REGULATIONS, BY ADDING ARTICLE XIII, DIVISION 3, SECTIONS 14-800 TO

14-804, SHORT TERM VACATION RENTALS, ESTABLISHING REGULATIONS GOVERNING SHORT TERM VACATION RENTALS: Councilmember Wood motioned to delete this bill from the agenda, duly seconded by Councilmember Wolf, which motion received a 3 ayes, 3 nays voice vote. Bill 5988 fails.

DISCUSS REVISIONS TO THE VETERAN'S MEMORIAL WITH THE ARCHITECT: Ralph Bicknese presented three options to the council that are each estimated to be within the \$75,000 budget. The Council asked that Option 3 from tonight's presentation and the favored version presented last year be sent out for bid.

COUNCIL COMMUNICATION: None.

MAYOR'S REPORT: No report.

CITY ATTORNEY'S REPORT: No report.

CITY MANAGER'S REPORT: No report.

MOTION TO HOLD A CLOSED SESSION, IF NEEDED, TO DISCUSS MATTERS RELATING TO LITIGATION, LEGAL ACTIONS AND/OR COMMUNICATION FROM THE CITY ATTORNEY AS PROVIDED FOR IN SECTION 610.021(1)RSMO. AND/OR SPECIFICATIONS FOR COMPETITIVE BIDDING UNDER SECTION 610.021(11) AND/OR SEALED BIDS AND RELATED DOCUMENTS AND SEALED PROPOSALS AND RELATED DOCUMENTS UNDER SECTION 610.021(11) AND/OR PERSONNEL MATTERS UNDER SECTION 610.021(13)RSMO. AND/OR EMPLOYEE MATTERS UNDER SECTION 610.021(3)RSMO. AND/OR REAL ESTATE MATTERS UNDER SECTION 610.021(2)RSMO. AND/OR DOCUMENTS RELATED TO A NEGOTIATED CONTRACT UNDER SECTION 610.021(12)RSMO.: No need.

There being no further business before the Council, the meeting adjourned at 8:20 p.m.

INTEROFFICE MEMORANDUM

TO: Mayor & City Council

FROM: Martin J. Corcoran, City Manager

DATE: August 17, 2015

RE: Defeat of Airbnb Zoning Ordinance

I misspoke at the Council meeting when I informed the Council about the procedure in regards to the defeat of this ordinance.

1. My statement that in order for this bill to be “reconsidered,” a Councilmember on the prevailing side (someone who voted “no”) had to make the motion to “reconsider” the bill, was technically correct. However, in a session of one day, which is what a City Council meeting is, a “motion to reconsider” can be made only on the same day the vote to be reconsidered was taken. See Robert’s Rules of Order, Section 36. Robert’s Rules of Procedure, Section 37, however, indicates that a “motion to renew” is the proper means to bring a matter that has been disposed of without being adopted back before the Council. A “motion to renew” is not subject to the requirement that it must be made by someone who voted with the prevailing side on the prior motion, and it may be made by any member of the Council.
2. My statement that a defeated zoning amendment could not be resubmitted for 6 months was not correct. Under Section 56-826 of the Zoning Ordinance the limitation of having to wait to resubmit a petition for a zoning amendment (which is a three month waiting period, not six) only applies to the rezoning of property and not to a text amendment such as is being proposed by the Airbnb ordinance. (The three month waiting period also does not apply to any application submitted by the City Council, the Plan and Zoning Commission, or any other government, commission or agency.) What this means is, if the Airbnb bill is not brought back before the Council through a motion to renew the motion for first reading of the Airbnb bill, that bill would be legally defeated, but a new application for a text amendment for Airbnb could be initiated by a property owner, the City Council or the Plan and Zoning Commission without having to wait three months, although because the earlier bill would have been defeated, that new application would have to go back to the Plan and Zoning Commission for another recommendation and then come back to the City Council for another vote on the matter.

I apologize for giving you the wrong information, but at the meeting I did not recall the specifics of the Zoning Ordinance language distinguishing between a zoning amendment rezoning a piece of property from one amending the text or providing that a Council initiated application was not subject to the time limitations on resubmitting a zoning amendment.

If you have any questions, please contact me.

Martin J. Corcoran
City Manager

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573, AS AMENDED, CHAPTER 56, ZONING, SECTION 56-72 SR SINGLE FAMILY RESIDENTIAL DISTRICT PERMITTED USES TO ALLOW SHORT TERM VACATION RENTALS IN THE SR DISTRICT

WHEREAS, the Plan and Zoning Commission recommended approval by a vote of 6 ayes, 0 nays of the amendment to the SR District at their July 6, 2015 meeting; and

WHEREAS, the City Council held a public hearing on September 8, 2015 regarding the proposed amendment to the SR District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS:

Section I. Section 56-72, Permitted Uses, (2) is hereby amended by deleting the existing text in this section and inserting the following text in its stead:

- (2) Home occupations as provided in article III, division 3 of this chapter. Short term vacation rentals that meet the requirements of article XIII, division 3, sections 14-800 to 14-804, short term vacation rentals of the city code.

Section II. This ordinance shall be in full force and effect fifteen (15) days after its passage and approval.

Passed this th day of, 2015

James White, Mayor

Attest: _____
Karen Scheidt, Acting City Clerk

Approved this th day of , 2015

James White, Mayor

Attest: _____
Karen Scheidt, Acting City Clerk

INTEROFFICE MEMORANDUM

TO: Mayor & City Council

FROM: Martin J. Corcoran, City Manager

DATE: September 3, 2015

RE: Parks & Recreation Commission Appointment

Mayor White is recommending that Kevin Schuh be appointed to the Parks and Recreation Commission to fill the unexpired term of Somer Anderson who has resigned. Mr. Schuh is employed in the field of parks and recreation with the City of Eureka (a copy of his resume is attached).

If you have any questions, please contact Mayor White.



Martin J. Corcoran
City Manager

Enclosure

Parks Board – Kevin Schuh.docx

RESOLUTION

R15-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, APPOINTING KEVIN SCHUH TO THE PARKS AND RECREATION COMMISSION AND ESTABLISHING HIS TERM OF OFFICE AS EXPIRING JUNE 30, 2016.

WHEREAS, Kevin Schuh desires to be appointed to the Parks and Recreation Commission; and

WHEREAS, a vacancy exists on the Parks and Recreation Commission due to a resignation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS: Kevin Schuh is hereby appointed to the Parks and Recreation Commission; and

BE IT FURTHER RESOLVED that his term of office is established as expiring June 30, 2016.

Passed this 8th day of September, 2015

James White, Mayor

Attest:

Karen Scheidt, Acting City Clerk

Approved this 8th day of September, 2015

James White, Mayor

Attest:

Karen Scheidt, Acting City Clerk

INTEROFFICE MEMORANDUM

TO: Mayor & City Council

FROM: Martin J. Corcoran, City Manager

DATE: September 3, 2015

RE: Sustainability Commission Appointment

Mayor White is recommending that Kevin Neill be appointed to the Sustainability Commission to fill a vacancy. Kevin resides at 3305 Cambridge and back in June of 2007 served as an intern with the city. Kevin's resume is attached.

If you have any questions, please contact Mayor White.



Martin J. Corcoran
City Manager

RESOLUTION

R15-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, APPOINTING KEVIN NEILL TO THE SUSTAINABILITY COMMISSION AND ESTABLISHING HIS TERM OF OFFICE AS EXPIRING JUNE 30, 2017.

WHEREAS, Kevin Neill is a Maplewood resident and desires to be appointed to the Sustainability Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS: Kevin Neill is hereby appointed to the Sustainability Commission; and

BE IT FURTHER RESOLVED that his term of office is established as expiring June 30, 2017.

Passed this 8th day of September, 2015

James White, Mayor

Attest:

Karen R. Scheidt, Acting City Clerk

Approved this 8th day of September, 2015

James White, Mayor

Attest:

Karen R. Scheidt, Acting City Clerk

INTEROFFICE MEMORANDUM

TO: Martin J. Corcoran, City Manager

FROM: Chief Stephen M. Kruse

DATE: September 3, 2015

RE: Notice of Intent to Purchase Police Vehicles – Statewide Contract

Sir:

Upon Maplewood City Council approval, the 2015/16 police department budget allocates \$94,000.00 in funds for the purchase of three (3) new police vehicles, related equipment, and the associated equipment removal and installation cost. The vehicles shall include equipment and specifications standard to the police vehicle package.

Missouri statutes authorize the State of Missouri's Division of Purchasing and Materials Management to provide cooperative procurement services by means of a joint purchasing program available to political subdivisions through the *Statewide Contract*. The current contract period for police vehicles commenced November 14, 2014, through the end of the current model year, December 31, 2015. The use of this contract is mandatory for all state agencies.

Accordingly, the Maplewood Police Department sought a request for proposal from the State of Missouri's Prime Contract Vendor for Ford Motor Company Police Interceptor Sedans: Joe Machens Ford, 1911 W. Worley, Columbia, Missouri 65203, per *Contract #C115047002* and *Vendor #43091867000*.
Contact: Kelly Sells at 573-445-4411.

Joe Machens Ford submitted a bid proposal for the following three (3) police vehicles on August 17, 2015.

2015 Ford Police Interceptor Sedan 3.5L Eco-Boost V6 AWD W/Police Package = **\$25,271.00**
2015 Ford Police Interceptor Sedan 3.5L Eco-Boost V6 AWD W/Police Package = **\$25,271.00**
2015 Ford Police Interceptor Sedan 3.5L V6 FWD W/Police Package = **\$22,424.00**
Total Cost = \$72,966.00

Less Trade-in Allowance for one (1) 2007 Ford 500 Sedan = **\$3,200.00**
Less Trade-in Allowance for one (1) 2008 Ford Crown Victoria Police Interceptor = **\$1,700.00**
Less Trade-in Allowance for one (1) 2011 Ford Crown Victoria Police Interceptor = **\$3,700.00**
Total Trade-in Allowance = \$8,600.00

Total Cash Cost = \$64,366.00

**Page 2 – Notice of Intent to Purchase Police Vehicles – Statewide Contract
September 3, 2015**

Unexpectedly, Maplewood Police Vehicle #44 was involved in a traffic accident on August 21, 2015, as filed under Missouri Uniform Crash Report Complaint Number 15-2067. For informational purposes; the police vehicle is described as a 2013 Ford Police Interceptor Sedan bearing Vehicle Identification Number: 1FAHP2MT0DG204783.

The Chubb Group of Insurance Companies deemed the patrol vehicle a total loss as filed under *Claim #040515054578*. The insurance company offered a settlement of **\$12,846.25** as listed in the total loss value breakdown noted in a letter dated August 28, 2015, which is attached to this memorandum. Lt. Mark Griffin will mail the signed original title of *Vehicle #44* to the insurance company as the letter instructed in order to process payment for the *Settlement Offer* to the City of Maplewood.

Accordingly, Lt. Griffin re-contacted Joe Machens Ford seeking an additional bid in order to replace *Vehicle #44*. Joe Machens subsequently submitted a bid proposal for the additional police vehicle on September 2, 2015, as follows:

2015 Ford Police Interceptor Sedan 3.5L Eco-Boost V6 AWD W/Police Package = **\$25,271.00**

The purchase of the additional replacement police vehicle increases the total cash cost as follows:

Total Cash Cost = \$89,637.00

The patrol vehicle (#44) being replaced was *originally* purchased with *federal Police Asset Sharing Funds*. The replacement vehicle will be partially paid for with the insurance company settlement proceeds. I request that the insurance settlement funds be deposited into Account 31-00-00-70010 – *Police Asset Sharing*. The remaining cost of the replacement vehicle not covered by the insurance settlement will be paid for with existing *federal Police Asset Sharing Funds* deposited in Account 31-00-00-70010.

Joe Machens Ford bid three (3) of the Ford Police Interceptor Sedans at **\$59.00 less** per vehicle than the state contract list price of **\$25,330.00**.

Joe Machens Ford bid one (1) of the Ford Police Interceptor Sedans at **\$2,906.00 less** than the state contract list price of **\$25,330.00** because of requested deletions/modifications to the standard police package specifications.

Dealer preparation costs for police vehicles purchased through the Statewide Cooperative Procurements are permissible and included in the contract.

Missouri Statewide Contract *C115047002* provides for a Rollover Extension.

I recommend purchasing the four (4) new police vehicles from Joe Machens Ford through the *Missouri Statewide Contract* at a total cash cost of **\$89,637.00**.

The bid proposals will be maintained on file with the Maplewood City Clerk's Office.

Respectfully submitted,

Stephen M. Kruse
Chief of Police

Attachments: Notification of Missouri Statewide Contract – Patrol Vehicles – Current Model Year
Bid Proposal (s) – Joe Machens Ford
Letter of Settlement – Dated August 28, 2015 – Chubb Group of Insurance Companies



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

June 29, 2015

CONTRACT TITLE: PATROL VEHICLES – MODEL YEAR 2015

CURRENT CONTRACT PERIOD:	November 14, 2014 through December 31, 2015 (Chevrolet and Ford) November 26, 2014 through December 31, 2015 (Dodge) Or until MY16 contract is established ROLL-OVER EXTENSION	
RENEWAL INFORMATION:	Original Contract Period:	November 14, 2014 through End of Model Year November 26, 2015 through End of Model Year
	Renewal Options Available:	NONE
	Potential Final Expiration:	End of Model Year 2015
BUYER INFORMATION:	Teri Schulte (573) 522-3296 Teri.schulte@oa.mo.gov	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
 PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **MANDATORY** FOR ALL STATE AGENCIES.

Local Purchase Authority shall not be used to purchase supplies/services included
 in this contract unless specifically allowed by the contract terms.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's
Awarded Bid & Contract Document Search located on the Internet at
<http://content.oa.mo.gov/purchasing-materials-management>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C115047002	4309186700 0	Joe Machens Ford Contact: Kelly Sells 1911 W. Worley Columbia, MO 65203 Phone: (573) 445-4411 Fax: (573) 445-8164 Email: ksells@machens.com	No	Yes

PATROL VEHICLES – MODEL YEAR 2015
(Statewide)

Contract Number: C115047002

Contractor: Joe Machens Ford

Line Item 023

Commodity Service Code: 07006

MAKE/MODEL: 2015 Ford Police Interceptor Sedan

PRICE: \$25,330.00

EQUIPMENT INCLUDED IN PRICE

- V-6 type, 3.5 liter turbo-charged (EcoBoost) gasoline engine with heavy-duty cooling system and engine oil cooler
- 148 mph top speed calibration
- All wheel drive
- Six speed automatic heavy-duty police calibration, column mounted gear selector and auxiliary oil cooler
- Heavy-duty electric power assist steering
- Tilt steering wheel
- Heavy-duty fade resistant four wheel anti-lock disc brakes with power booster
- Independent front and rear suspension. Front and rear stabilizer bars
- Five (5) tires, 245/55R18 BSW, "W" speed rated (includes spare)
- Five (5) 18" x 8" heavy-duty steel wheels (includes spare)
- 18" Full Wheel Covers
- 220 ampere heavy duty alternator
- 750 c.c.a. minimum battery
- Police type speedometer certified for accuracy
- Speed Control
- Air conditioning system with integral heater and defroster
- Electric rear window defroster
- AM/FM Stereo
- Power adjustable brake and accelerator pedals
- Radio noise suppression bonding straps
- Rear inside door locks and handles fully operable
- Automatic Deck Lid Release, ignition controlled
- Deck lid and driver door key lock cylinder
- Single key locking system
- Heavy-duty front bucket seats without center console, designed for police usage and covered with heavy-duty cloth fabric. 6-way power adjusting driver seat
- Heavy-duty cloth bench rear seat
- Driver and front passenger air bags, driver and passenger side curtain air bags, and driver and front passenger seat mounted thorax air bags
- Full carpeting both front and rear
- Carpeted floor mats
- Front license bracket
- Factory spotlight provision, left hand with 6" halogen spotlight
- Police power pigtail harness
- Pre-wiring for LED, siren, and speaker
- Courtesy lamps disabled when any door is opened
- Front row overhead red/white auxiliary dome lamp
- Standard Production Solid Color Exterior and Standard Interior Trim
- L.H and R.H power heated power adjusting outside rearview mirrors
- Remote Keyless entry with a minimum of two (2) FOBs
- Head lamp housing prep package. Does not include LED installed lights
- Power windows and door locks, rear power windows operable from rear seat and driver's seat, rear window lockout switch controllable from driver's position

AVAILABLE OPTIONS
(for line item 023)

Line Item 024 – 3.7 liter V6 gasoline engine with all wheel drive (normally aspirated)	<u>\$1,450.00</u> (credit)
Line Item 025 – 3.5 liter V6 gasoline engine with front wheel drive (normally aspirated)	<u>\$2,450.00</u> (credit)
Line Item 026 – Ford SYNC	<u>\$550.00</u>
Line Item 027 – 6" LED Whelen spotlight (in lieu of halogen spotlight)	<u>\$150.00</u>
Line Item 028 – Standard chrome center caps	<u>\$50.00</u> (credit)

DELIVERY: 70-100 days ARO

WARRANTY: 3 years or 36,000 miles (bumper to bumper)
5 years or 100,000 miles (power train)

**PREPARATION & DELIVERY COST FOR COOP MEMBERS & OTHER STATE AGENCIES
(fee pertains to line item 023)**

Line Item 029 – Preparation Cost \$670.00 per vehicle

Other State agencies and Cooperative Procurement members may purchase vehicles off this contract. The total vehicle preparation cost stated for the vehicles processed through the contractors dealership is charged per vehicle.

Line Item 039 – Delivery Cost \$0.50 per mile

Total round trip per mile cost for contractor to deliver cooperative procurement member and other state agency vehicles if requested.

MISCELLANEOUS OPTIONS/FEATURES

Line Item 040 – Miscellaneous Options/Features
**for the purchase of options/features not specifically identified herein

CITY OF MAPLEWOOD
POLICE VEHICLES
CONDITIONS OF BIDDING

1. Sealed bid, so marked on the envelope, will be received by the City of Maplewood, 7601 Manchester, Maplewood, Missouri 63143, until the date and time written in the specifications.
2. Each proposal shall be made on the attached Specifications and Bid Proposal form which shall be signed with the full name of each proprietorship, partnership or corporation submitting same. The bid of proprietorship shall be signed by the owner; a partnership by one of the general partners; a corporation by a duly authorized officer thereof stating his title. The complete mailing address must be stated.
3. In bidding, the bidder agrees to enter into a contract or, at the option of the City, accept a purchase order for the purchase of the equipment.
4. Delivery of the equipment shall be made as soon as possible after completion of a contract, or issuance of a purchase order to the successful bidder.
5. Payment will be made in full within thirty (30) days after delivery of the equipment, provided it is in conformity with the specifications.
6. Bidder agrees to comply with any applicable federal and state regulations as if set out herein.
7. Bids must be submitted in a sealed envelope marked in accordance with instructions included in the specifications.
8. The City reserves the right to reject any or all bids, waive irregularities or to uphold all bids as noted on the Specification and bid Proposal form, and to award the bid in the best interest of the City.
9. The State Bid awarded by the State of Missouri will be considered in the Bid Proposal by the City of Maplewood. Information on the State Bid can be obtained by contacting Lt. Griffin at 646-3618..
10. The equipment shall be delivered to the City of Maplewood, 7601 Manchester, Maplewood, Missouri 63143, unless otherwise specified.
11. Specifications listed herein are intended to specify equipment by performance and function. No specification should be construed as representing a particular brand of equipment. Bidders should propose to furnish equipment that comes closest to meeting the details of the specifications. Where deviations from the specifications are necessary, bidder MUST specify such deviation in the Bidder's Proposal form, stating why the equipment he proposes will render equivalent reliability or performance. Failure to detail all such deviations will provide a basis for rejection of the entire proposal. At the same time, inclusion or exclusion of certain specifications is not for the purpose of defining, narrowing, or excluding acceptable equipment by a single manufacturer.

CITY OF MAPLEWOOD

SPECIFICATIONS AND BID PROPOSAL

For

Two (2) 2015 FORD POLICE INTERCEPTORS
3.5L ECO-BOOST V6 ALL WHEEL DRIVE W/ POLICE PACKAGE
WHITE IN COLOR

AND

One (1) 2015 FORD POLICE INTERCEPTOR
3.5L V6 FRONT WHEEL DRIVE W/ POLICE PACKAGE BLUE IN
COLOR

The undersigned hereby submits this bid to furnish the above described vehicle with police package in accordance with these specifications and the bidding documents dated: August 17, 2015. The City reserves right to purchase additional vehicles at stated bid price when order is placed.

Receipt is hereby acknowledged of Addendum No. _____

Bidder shall complete every space in the BIDDER'S PROPOSAL column by indicating "A/S" (AS SPECIFIED) or inserting any exception/deviation from the specifications.

PAGE 1

ITEM PROPOSAL	SPECIFICATION	BIDDER'S
General	Vehicle(s) being bid must have ALL Standard Equipment listed by manufacturer for the three (3) vehicles described above.	A/S
(JM) Advertisement	Decals and all other forms of dealer advertisements are to be left off of vehicles delivered to the City.	A/S
43B Keys	All vehicles to be keyed alike w/1284X code.	A/S
RW Interior Seats	Cloth Bucket Seats/Vinyl Rear	A/S
(2) YZ Colors	Two vehicles - Oxford White-ext. Charcoal-Int. (3.5L All wheel drive) w/EcoBoost	A/S
(1) LK	One vehicle - Dark Blue-ext. Black Int.(3.5L	A/S

Trade in allowance:

2007 Ford 500, V-6, blue in color, VIN # 1FAHP24117G126260. Mileage: 86,000.

Trade amount - \$ 3,200

2008 Ford Crown Victoria, white in color, VIN # 2FAFP71VX8X128998. Mileage: 67,000.

Trade amount - \$ 1,700

2011 Ford Crown Victoria, white in color, VIN # 2FABP7BV5BX112163. Mileage: 50,000.

Trade amount - \$ 3,700

SPECIFICATIONS AND BID PROPOSAL
TWO (2) 2015 FORD POLICE INTERCEPTORS

PAGE 3

August 17, 2015

BID PROPOSAL

1. 3.5LEcoBoostAll Drive vehicles:\$
\$25,271 x 2 = \$50,542 *
2. 3.5 L Front Wheel Drive vehicle: \$ \$22,424 *
3. APPROXIMATE DELIVERY TIME: 60-90 DAYS
4. CITY RESERVES RIGHT TO PURCHASE ADDITIONAL VEHICLES AT STATED BID PRICE WHEN ORDER IS PLACED.

In submitting this bid, I understand that the City of Maplewood, Missouri reserves the right to waive irregularities, reject any or all bids, or to hold all bids for up to thirty (30) days, and to award the bid in the best interest of the City. The City is exempt from all sales tax, etc.

Bidders are advised that the City of Maplewood may also consider bids available from the State of Missouri Division of Purchasing: Cooperative Procurement Programs.

I understand that this bid MUST BE SUBMITTED ON OR BEFORE SEPTEMBER 1, 2015.

Since you currently have the state bid, please e-mail this completed document back to me.

Bid submitted by:

Kelly Jells, Fleet Mgr.
Signature and Title

Joe Machens Ford
Firm Name

1911 W. Worley, Columbia, MO 65203
Address with Zip Code

573.445.4411
Telephone Number

SEAL
(if bid is by a Corporation)

* See Descriptive Literature of vehicles bid on following 2 pages.

CNGP530

VEHICLE ORDER CONFIRMATION

08/17/15 11:03:12

==>

Dealer: F53792

2015 TAURUS

Page: 1 of 1

Order No: 9977 Priority: J5 Ord FIN: QS036 Order Type: 5B Price Level: 525

Ord Code: 500A Cust/Flt Name: MAPLEWOOD PO Number:

RETAIL

RETAIL

P2M AWD INTERCEPTOR \$28800
 YZ OXFORD WHITE
 R CLOTH/VINYL
 W BLACK
 500A EQUIP GRP
 99T 3.5 V6 ECOBOOST 3050
 44C 6-SPD AUTO TRAN NC
 13C DARK CAR LAMP 20
 FRT LICENSE BKT NC
 20P NOISE SUP BONDS 95
 21D SPOT LAMP DR 210
 43B KEYED ALIKE B 50
 452 3.16 AXLE NC
 51G GRILL LAMP WIRE 50
 67D PWR WND DISABLE 25

SP FLT ACCT CR
 FUEL CHARGE
 DEST AND DELIV 875
 TOTAL BASE AND OPTIONS 33175
 TOTAL 33175

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC08006

fmcdealr@PCTERM21

Aug 17, 2015 10:03:16 AM

2 white EcoBoost AWD (all)

\$25,271 ea.

CNGP530

VEHICLE ORDER CONFIRMATION

08/17/15 11:05:06

=>

Dealer: F53792

2015 TAURUS

Page: 1 of 1

Order No: 9977 Priority: J5 Ord FIN: QS036 Order Type: 5B Price Level: 525
Ord Code: 500A Cust/Flt Name: MAPLEWOOD PO Number:

RETAIL

RETAIL

P2L FWD INTERCEPTOR \$27650

DEST AND DELIV \$875

LK DARK BLUE

TOTAL BASE AND OPTIONS 28745

R CLOTH/VINYL

TOTAL 28745

W BLACK

THIS IS NOT AN INVOICE

500A EQUIP GRP

FLEX FUEL

998 .3.5L V6 TIVCT NC

44J .6-SPD AUTO TRAN NC

FRT LICENSE BKT NC

20P NOISE SUP BONDS 95

43B KEYED ALIKE B 50

51G GRILL LAMP WIRE 50

67D PWR WND DISABLE 25

SP FLT ACCT CR

FUEL CHARGE

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC08006

fmcdealer@PCTERM21

Aug 17, 2015 10:05:09 AM

1 blue 3.5L FWD (front)

\$22,424 ea.

RESOLUTION

R15-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI AUTHORIZING THE CITY MANAGER TO PURCHASE FOUR (4) POLICE VEHICLES THROUGH THE STATEWIDE CONTRACT AVAILABLE UNDER THE STATE OF MISSOURI'S DIVISION OF PURCHASING AND MATERIALS MANAGEMENT COOPERATIVE PROCUREMENT SERVICES IN THE AMOUNT OF EIGHTY NINE THOUSAND SIX HUNDRED THIRTY SEVEN DOLLARS (\$89,637.00).

WHEREAS, the City Of Maplewood wishes to purchase four (4) 2015 Ford Police Interceptor Sedan patrol vehicles, which includes equipment and specifications standard to the police vehicle package; and

WHEREAS, Joe Machens Ford is the low bidder for all four (4) police vehicles through the state cooperative purchasing agreement; and

WHEREAS, a trade-in allowance of eight thousand six hundred dollars (\$8,600.00) is being provided for one (1) 2007 Ford 500 Sedan; one (1) 2008 Ford Crown Victoria Police Interceptor Sedan; and one (1) 2011 Ford Crown Victoria Police Interceptor Sedan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI AS FOLLOWS: The City Manager is hereby authorized to purchase three (3) 2015 Ford Police Interceptor Sedan patrol vehicles at the cost of \$25,271.00 per vehicle, and one (1) 2015 Ford Police Interceptor Sedan patrol vehicle at the cost of \$22,424.00. All vehicles will include the standard police vehicle package less a trade-in allowance of eight thousand six hundred dollars (\$8,600.00) for one (1) 2007 Ford 500 Sedan, one (1) 2008 Ford Crown Victoria Police Interceptor Sedan, and one (1) 2011 Ford Crown Victoria Police Interceptor Sedan resulting in a total cash cost to the City of Maplewood of eighty nine thousand six hundred thirty seven dollars (\$89,637.00).

Passed this day of , 2015

James White, Mayor

Attest:

Karen R. Scheidt, Acting City Clerk

Approved this day of , 2015

James White, Mayor

Attest:

Karen R. Scheidt, Acting City Clerk

INTEROFFICE MEMORANDUM

TO: Mayor & City Council

FROM: Martin J. Corcoran, City Manager

DATE: September 3, 2015

RE: CTS Group Contract

Attached is a resolution authorizing the City Manager to sign a contract with CTS for a guaranteed energy savings project that will provide energy conservation measures for the city's buildings and outdoor lighting.

The city previously has chosen CTS as the energy services company to perform the work. A listing of the proposed projects is attached to this memo.

If you have any questions, please contact me.


Martin J. Corcoran
City Manager

Enclosure

CTS Contract.docx



City of Maplewood

Guaranteed Energy Savings Project Summary- Final Costs and Savings

8-26-15

Project Selected	ECM #	Facility Improvement Measure	Benefits				Annual Savings			Rebates	Total Project Cost
			Deferred Maint.	Code Compliance	Comfort/Productivity	Energy/Ops Savings	Utility Savings	O & M Savings	Total Annual Savings		
Project Scope											
X	PS1	City Hall: HVAC Re zoning Modifications, Building Controls and Vestibule by Council Chambers, De stratification Fan in lobby	X	X	X		\$1,252	\$2,500	\$3,752	\$0	\$195,004
X	PS2	City Hall: Roof Replacement with 20 year warranty White TPO with new roof hatch access and two ladders, new copper coping	X	X	X		\$215	\$1,500	\$1,715	\$0	\$183,526
X	PS3	Photovoltaic at City Hall with 25.2 KW Solar System LED Lighting Upgrades: Deer Creek Park, Ryan Hummert Park, & Kellogg Dog Park, Pool Area, Pool Parking Lot, City Hall Parking Lot, Pool and City Hall Wall Packs, Street lights on Manchester	X	X	X		\$2,937	\$0	\$2,937	\$0	\$78,443
X	PS4		X	X	X		\$12,317	\$11,000	\$23,317	\$11,427	\$188,722
Total Project Costs/Savings							\$16,721	\$15,000	\$31,721	\$11,427	\$645,695





City of Maplewood - All Facilities Proforma - Preliminary 10 Year Financial Cash Flow Model includes Capital Cost Avoidance
Guaranteed Energy Savings Contract Restoring Facilities through Capital Infrastructure Improvements and Energy Conservation

Final Project 10 Year Cash Flow Analysis

	Construction Period	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Guaranteed Annual Avoided Energy Costs	\$0	\$16,721	\$17,390	\$18,085	\$18,809	\$19,561	\$20,344	\$21,157	\$22,004	\$22,884	\$23,799	\$24,751	\$25,741	\$26,771	\$27,842	\$28,955
Annual Maintenance and Repair Savings	\$0	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389	\$17,911	\$18,448	\$19,002	\$19,572	\$20,159	\$20,764	\$21,386	\$22,028	\$22,689
Capital Cost Avoidance/Annual Capital Contribution	\$0	\$18,353	\$18,353	\$18,353	\$18,353	\$18,353	\$18,353	\$18,353	\$18,353	\$18,353	\$18,353	\$18,353	\$18,353	\$18,353	\$18,353	\$18,353
Total Annual Savings / Cost Avoidance	\$0	\$50,074	\$51,192	\$52,332	\$53,552	\$54,796	\$56,085	\$57,421	\$58,804	\$60,238	\$61,723	\$44,910	\$46,505	\$48,157	\$49,870	\$51,644
Annual Amortization Schedule		\$74,356	\$74,356	\$74,356	\$74,356	\$74,356	\$74,356	\$74,356	\$74,356	\$74,356	\$74,356	\$0	\$0	\$0	\$0	\$0
Annual Service and M&V Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Annual Costs	\$0	\$74,356	\$74,356	\$74,356	\$74,356	\$74,356	\$74,356	\$74,356	\$74,356	\$74,356	\$74,356	\$0	\$0	\$0	\$0	\$0
Annual Guaranteed Net Cash Flow	\$0	\$-24,282	\$-23,163	\$-22,024	\$-20,893	\$-19,559	\$-18,270	\$-16,935	\$-15,551	\$-14,118	\$-12,682	\$44,910	\$46,505	\$48,157	\$49,870	\$51,644

Financial Summary

Net Project Cash Flow \$53,769

Project Financial Assessment Criteria

Budgeted Capital Costs	\$645,695
Owner Capital	\$0
Utility Incentives or Rebates	\$11,427
Net Cost to Finance	\$634,268

Financial Amortization Criteria

Financial Term in Years	10
Guarantee Term	15
Interest Rate	3.00%
Annual O&M Escalation	3.00%
Annual Utility Escalation	4.00%

- Notes:**
- 1) Capital Cost Avoidance includes future budgeted replacement expenditures for equipment beyond its useful life or does not meet minimum energy efficient regulations
 - 2) Construction Period Interest or Savings not considered
 - 3) Proportional Payments can be structured to achieve budget neutral on an annual basis
 - 4) Financing Rates subject to credit approval and documentation review, subject to change prior to final contract

Control Technology and Solutions - Proprietary information - use or disclosure of proposal data is subject to the restrictions of the proposal

**CTS
AGREEMENT**

CUSTOMER NAME:
DATE OF SUBMISSION:

City of Maplewood, MO
August 26, 2015

TABLE OF CONTENTS

ARTICLE

PAGE

1. GENERAL PROVISIONS 1

2. CTS'S RESPONSIBILITIES 1

3. CUSTOMER'S RESPONSIBILITIES..... 3

4. SUBCONTRACTS..... 4

5. INSTALLATION AND ACCEPTANCE..... 5

6. PRICE AND PAYMENT 5

7. CHANGES IN THE PROJECT 6

8. INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY..... 7

9. TERMINATION OF THE AGREEMENT 9

10. ASSIGNMENT 9

11. MISCELLANEOUS PROVISIONS..... 10

12. ARBITRATION 10

13. LIMIT OF LIABILITY - FIRE AND/OR SECURITY SYSTEMS..... 10

14. ALLOCATION OF SECTION 179D DEDUCTION TO DESIGNER

ATTACHMENT A	THE WORK (SCOPE-OF-WORK)
ATTACHMENT B	THE INSTALLATION SCHEDULE
ATTACHMENT C	PAYMENT SCHEDULE
ATTACHMENT D	ENERGY GUARANTEE
ATTACHMENT E	SCHEDULE OF SAVINGS
ATTACHMENT F	PROJECT ACCEPTANCE
ATTACHMENT G	FORM ALLOCATION OF SECTION 179D DEDUCTION

Note Regarding Modifications Made to this Agreement: Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, sentence or paragraph to be omitted. It is recommended that unwanted provisions not be made illegible. The parties should be clearly aware of the material deleted from the standard form. **Do not make any modifications to this Agreement unless approval to do so has been granted. Changes may be made only by deletion as explained above, or, by addendum.**

ARTICLE 1

GENERAL PROVISIONS

1.1 This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") dated August 26, 2015 (the "Effective Date") by and between Control Technology & Solutions ("CTS"), a Missouri Corporation, with a principal place of business at 15933 Clayton Rd., Suite 110, Ellisville, MO 63011, and The City of Maplewood ("CUSTOMER") with a principal place of business at 7601 Manchester Rd, Maplewood, MO 63143 (collectively the "Parties").

1.2 **EXTENT OF AGREEMENT:** This Agreement, including all attachments and exhibits hereto, represents the entire agreement between CUSTOMER and CTS and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by written instrument signed by both CUSTOMER and CTS. None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order issued by CUSTOMER, which relates to the subject matter of this Agreement.

1.3 As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by CTS to fulfill CTS's obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The Work specifically excludes certain design and construction, which are the subject of separate agreements between CUSTOMER and parties other than CTS.

1.4 The Project is the total construction of which the Work performed by CTS under this Agreement may be the whole or a part.

1.5 The Contract Documents consist of this Agreement, its attachments, exhibits, schedules, and addenda.

1.6 Installation Schedule means that schedule set out in Attachment B describing the Parties' intentions respecting the times by which the components or aspects of the Work therein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER.

ARTICLE 2

CTS'S RESPONSIBILITIES

2.1 CTS Services

2.1.1 CTS shall be responsible for construction of the Project.

2.1.2 CTS will assist in securing permits necessary for the Work. CUSTOMER shall pay such proper and legal fees to public officers and others as may be necessary to the due and faithful performance of the Work and which may arise incidental to the fulfilling of these specifications.

2.2 Responsibilities with Respect to the Work

2.2.1 CTS will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items necessary for the execution and completion of the Work.

2.2.2 CTS shall keep the premises in an orderly fashion and free from unnecessary accumulation of waste materials or rubbish caused by its operations. If CTS damages property not needed for the Work, CTS shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, CTS shall remove waste material supplied by CTS under this Agreement as well as all its tools, construction equipment, machinery and surplus material. CTS shall dispose of all waste materials or rubbish caused by its operations; provided, that unless otherwise specifically agreed to in this Agreement, CTS shall not be responsible for disposal of toxic or hazardous materials

removed from the facilities, such as fluorescent lights, potential polychlorinated biphenyl containing light ballasts and mercury-containing controls, but shall store those materials neatly at a location designated by CUSTOMER.

2.2.3 CTS shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work. Provided, however, that CTS shall not be responsible nor liable for the violation of any code, law or ordinance caused by CUSTOMER or existing in CUSTOMER's property prior to the commencement of the Work.

2.2.4 CTS shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of its workers while providing the Work, and shall take such measures as required by those laws and regulations to prevent injury and accidents to other persons on, about or adjacent to the site of the Work. It is understood and agreed, however, that CTS shall have no responsibility for elimination or abatement of health or safety hazards created or otherwise resulting from activities at the site of the Work carried on by persons not in a contractual relationship with CTS, including CUSTOMER, CUSTOMER's contractors or subcontractors, CUSTOMER's tenants or CUSTOMER's visitors. CUSTOMER agrees to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of CTS for the elimination or abatement of any such health or safety hazards at the site of the work.

2.3 Patent Indemnity

2.3.1 CTS shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patents related to the hardware manufactured and provided by CTS, provided that: 1. Such alleged infringement consists only in the use of such hardware by itself and not as part of, or in combination with, any other devices, parts or software not provided by CTS hereunder; 2. CUSTOMER gives CTS immediate notice in writing of any such suit and permits CTS, through counsel of its choice, to answer the charge of infringement and defend such suit; and 3. CUSTOMER gives CTS all needed information, assistance and authority, at CTS's expense, to enable CTS to defend such suit.

2.3.2 If such a suit has occurred, or in CTS's opinion is likely to occur, CTS may, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct or modify it so that it is not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.

2.3.3 In the case of a final award of damages in any such suit, CTS will pay such award. CTS shall not, however, be responsible for any settlement made without its written consent.

2.3.4 This article states CTS's total liability and CUSTOMER's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by CTS hereunder. In no event shall CTS be liable for any indirect, special or consequential damages resulting from any such actual or alleged infringement, except as set forth in this section 2.3.

2.4 Warranties and Completion

2.4.1 CTS warrants CUSTOMER good and clear title to all equipment and materials furnished to CUSTOMER pursuant to this Agreement free and clear of liens and encumbrances. CTS hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of one (1) year from the date of beneficial use or substantial completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by CTS or with CTS's written permission, and provided that after delivery such equipment or materials have not been subjected by non-CTS personnel to accident, neglect, misuse, or use in violation of any instructions supplied by CTS. CTS's sole liability hereunder shall be to repair promptly or replace defective equipment or materials, at CTS's option and at CTS's expense. The limited warranty contained in this Section 2.4.1 shall constitute the exclusive remedy of CUSTOMER and the exclusive liability of CTS for any breach of any warranty related to the equipment and materials furnished by CTS pursuant to this Agreement.

2.4.2 In addition to the warranty set forth in Section 2.4.1 above, CTS shall, at CUSTOMER's request, assign to CUSTOMER any and all manufacturer's or installer's warranties for equipment or materials not manufactured by CTS and

provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year limited warranty set forth in Section 2.4.1.

2.4.3 The warranties set forth herein are exclusive, and CTS expressly disclaims all other warranties, whether written or oral, implied or statutory, including but not limited to, any warranties of merchantability and fitness for a particular purpose, with respect to the equipment and materials provided hereunder. CTS shall not be liable for any special, indirect, incidental or consequential damages arising from, or relating to, this limited warranty or its breach.

2.4.4 CTS's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by CTS, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

2.5 Hazardous Materials

2.5.1 CTS and its subcontractors shall not be required to handle, remove, come into contact with, dispose of, or otherwise work with hazardous materials existing on the project site at the date of this Agreement or resulting, either directly or indirectly, from any acts or omissions of CUSTOMER, its employees, agents or assigns, or any of its other contractors or subcontractors. "Hazardous materials" as used herein includes all hazardous or toxic substances or materials as may be so designated by federal, state or local governmental entities. "Hazardous materials" shall also include fungus and mold. If, during the performance of the Work, the presence of hazardous materials is discovered or reasonably suspected, CTS shall notify CUSTOMER of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials, until the CUSTOMER has made arrangements for the removal of the same. CTS shall be entitled to an extension of the Contract Time for ceasing work pursuant to this Section.

2.5.2 CUSTOMER shall indemnify, defend, and hold CTS and its respective officers, directors, employees, agents and subcontractors (collectively the "Indemnified Parties"), harmless from, against, and in respect of any and all rights, claims, demands, liabilities, obligations, orders, assessments, interest, penalties, fines, settlement payments, costs, expenses and damages, including, without limitation, reasonable legal fees and out-of-pocket expenses ("Damages") imposed upon or incurred by any Indemnified Party and that arise from claims asserted by third parties or by CUSTOMER concerning any Hazardous Materials; provided that the Damages are not the direct result of any act or omission of CTS or its agents.

2.5.3 Unless prior to the execution of this Agreement, CTS received written notification from CUSTOMER of the existence of Hazardous Materials on the site, and said notice included a description of the Hazardous Materials, and the quantity and location of the Hazardous Materials, CUSTOMER is hereby representing to CTS that CUSTOMER is not aware of any Hazardous Materials present at the site.

2.5.4 If the structure(s) where the Contract Work is to be performed was built before 1978, CUSTOMER understands that it may contain lead paint. CUSTOMER also understands that the only way to know whether lead paint is present is to have one or more paint samples in the work area tested. CUSTOMER authorizes those tests to be done by CTS and agrees to pay CTS for the costs of those tests, in addition to the Contract Price. Alternatively, as a condition of accepting this Contract, CUSTOMER agrees to provide CTS with documentation demonstrating, to CTS's reasonable satisfaction, that: (1) the areas where the Contract Work is to be performed has been tested and determined to be lead free by a certified risk assessor, certified lead inspector or certified renovator; (2) the areas where the Contract Work is to be performed is paint free; and/or (3) the areas where the Contract Work is to be performed were built after 1977.

ARTICLE 3

CUSTOMER'S RESPONSIBILITIES

3.1 CUSTOMER shall provide CTS full information regarding the requirements for the Work.

3.2 CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work and render decisions promptly.

3.3 CUSTOMER shall furnish to CTS all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work and the Project.

3.4 CUSTOMER shall secure and pay for all necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.

3.5 If CUSTOMER becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to CTS and if such notice is not promptly given, CUSTOMER shall be responsible for any additional repair or remedial costs which could have been avoided if such notice had been promptly given.

3.6 The services and information required by the above paragraphs shall be furnished with reasonable promptness at CUSTOMER's expense and CTS shall be entitled to rely upon the accuracy and the completeness thereof.

3.7 Prior to the commencement of the Work and at such future times as CTS shall reasonably deem appropriate, CUSTOMER shall furnish evidence in a form satisfactory to CTS that sufficient funds are available and committed to pay for the Work. Unless such evidence is furnished, CTS is not required to commence or continue any Work. Further, if CUSTOMER does not provide such evidence, CTS may stop work upon fifteen (15) days notice to CUSTOMER. The failure of CTS to insist upon the providing of this evidence at any one time shall not be a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of CTS's right to request or insist that such evidence be provided at a later date.

3.8 CUSTOMER shall comply with all applicable federal, state and municipal laws and regulations governing occupational health and safety in the areas where CTS will perform services and/or perform the Work.

CUSTOMER represents and warrants that, except as otherwise disclosed in this Agreement, in the areas where CTS will undertake Work or provide services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components, or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions. CUSTOMER shall notify CTS of any changes or updates that occur during the course of the Agreement. If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by CTS or others and provide an unsafe condition for the performance of the Work or services, the discovery of the material, situation or condition shall constitute a cause beyond CTS's reasonable control and CTS shall have the right to cease or not commence the Work until the area has been made safe by CUSTOMER or CUSTOMER's representative, at CUSTOMER's expense.

To the fullest extent allowed by law, customer shall indemnify and hold CTS harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under the breach of the representations and warranties in this section, the existence of mold or a hazardous substance at a site, or the occurrence or existence of the situations or conditions described in this section, whether or not customer provides CTS advance notice of the existence or occurrence and regardless of when the hazardous substance or occurrence is discovered or occurs. This indemnification shall survive termination of this agreement for whatever reason. Nothing in this section shall be construed to require that customer indemnify and hold harmless CTS from claims and costs resulting from the negligent use by CTS of any hazardous substance brought to the site by CTS (and customer acknowledges that CTS may bring to the site lubricants or other materials that are routinely used in performing maintenance and that may be classified as hazardous).

3.9 In addition to the price set forth in Article 6 of this Agreement, CUSTOMER shall pay any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the sale, transfer, use, ownership or possession of the Work provided hereunder, excluding taxes on CTS's net income.

3.10 CTS shall be entitled to rely on the accuracy of the information furnished by CUSTOMER. The CUSTOMER shall furnish information and services required of CUSTOMER by the Contract Documents with reasonable promptness.

ARTICLE 4

SUBCONTRACTS

4.1 At its exclusive option, CTS may subcontract some or all of the Work.

4.2 A Subcontractor is a person or entity who has a direct contract with CTS to provide work, labor and materials in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by CUSTOMER or such separate contractors' subcontractors.

4.3 For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor. CTS shall be responsible for the management of its Subcontractors in their performance of their Work.

4.4 CUSTOMER shall not hire any of CTS's Subcontractors without the prior written approval of CTS.

ARTICLE 5

INSTALLATION AND ACCEPTANCE

5.1 The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment B.

5.2 If CTS is delayed at any time in the progress of performing its obligations under this Agreement by any act of neglect of CUSTOMER or of any employee or agent of CUSTOMER or any contractor employed by CUSTOMER; or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement; or by labor disputes, fire, unusual delay in transportation or deliveries, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or any other problem beyond CTS's reasonable control (an "Excusable Delay"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof. If any delay, or cumulative delays, within CUSTOMER's control, extends beyond ten (10) days, CUSTOMER shall reimburse CTS for all additional costs resulting therefrom.

5.3 CTS shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and CTS (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in Attachment F. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by CTS identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than ten (10) days after delivery of the same by CTS, unless CUSTOMER provides CTS with a written statement identifying specific material performance deficiencies that it wishes CTS to correct. CTS will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by CTS pursuant to the Installation Schedule.

ARTICLE 6

PRICE AND PAYMENT

6.1 Price

6.1.1 The price for the Work is Five Hundred Fifty Two Thousand Nine Hundred and Sixty Seven Dollars (\$ 645,695), subject to the adjustments set forth in Articles 5 and 7.

6.1.2 The price is based upon laws, codes and regulations in existence as of the date this Agreement is executed. Any changes in or to applicable laws, codes and regulations affecting the cost of the Work shall be the responsibility of CUSTOMER and shall entitle CTS to an equitable adjustment in the price and schedule.

6.1.3 The price will be modified for delays caused by CUSTOMER and for Changes in the Work, all pursuant to Article 7.

6.1.4 The license fees for all licensed software are included in the price to be paid by CUSTOMER as identified in this Article 6.

6.1.5 If, at any time, CUSTOMER requests overtime work which requires overtime or premium pay, CTS shall be entitled to add such premium or overtime pay to the Contract Price, plus CTS's overhead and profit.

6.1.6 The Contract Price does not include the items of work specifically excluded in Attachment A. If CUSTOMER requests CTS to perform any of the work expressly excluded in said Attachment, the cost for this additional work, plus CTS's overhead and profit, shall be added to the Contract Price.

6.2 Payment

6.2.1 Upon execution of this Agreement, CUSTOMER shall pay or cause to be paid to CTS the full price for the Work, in accordance with the Payment Schedule, Attachment C. Payment shall be made net thirty (30) days of invoice date.

6.2.2 Payments due and unpaid shall bear interest from the date payment is due at the rate of 1 ½% per month, compounded monthly. In the event that Customer failed to pay CTS any sums due, Customer shall pay CTS all attorney's fees incurred by CTS in collecting amounts owed to CTS under this Agreement. If a progress payment is not paid by the due date, CTS reserves the right (without further notice) to immediately stop work until the progress payment then due is made, increased by the amount of CTS' costs of shutdown, delay and startup and, in such event, CTS will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage. CTS reserves the right (without further notice) to terminate this Agreement altogether if work is stopped for thirty (30) or more days (whether or not consecutive days) because of a failure to make progress payments, and, in such event, also reserves the right to recover payment for all work executed and losses from stoppage of the work including reasonable overhead and profit.

ARTICLE 7

CHANGES IN THE PROJECT

7.1 A Change Order is a written order signed by CUSTOMER and CTS authorizing a change in the Work or adjustment in the price, or a change to the Installation Schedule described in Attachment B. Each Change Order shall describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment to the completion date.

7.2 CUSTOMER may request CTS to submit proposals for changes in the Work. Unless otherwise specifically agreed to in writing by both parties, if CTS submits a proposal pursuant to such request but CUSTOMER chooses not to proceed, CUSTOMER shall issue a Change Order to reimburse CTS for any and all costs incurred in preparing the proposal.

7.3 Claims for Concealed or Unknown Conditions

The Contract Price has been based on normal site conditions, without allowance for any additional work that might be caused by unanticipated site conditions. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Contract Price and Installation Schedule shall be made by a Change Order. Said adjustment in Contract Price shall include CTS's overhead and profit. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4.

7.4 If CTS wishes to make a claim for an increase in the Contract Price or an extension in the Installation Schedule it shall give CUSTOMER written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by CTS before proceeding to execute the Work, except in an emergency endangering life or property, in which case CTS shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a reasonable time after the delay. Increases based

upon design and estimating costs with respect to possible changes requested by CUSTOMER shall be made within a reasonable time after the decision is made not to proceed with the change. No such claim shall be valid unless so made. If CUSTOMER and CTS cannot agree on the amount of the adjustment in the Price, or the Installation Schedule, it shall be determined pursuant to the provisions of Article 12. Any change in the Price or the Installation Schedule resulting from such claim shall be authorized by Change Order.

7.5 Emergencies

In any emergency affecting the safety of persons or property, CTS shall act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the Price or extension of time claimed by CTS on account of emergency work shall be determined as provided in Section 7.4.

7.6 Minor Changes

CTS shall, without CUSTOMER's approval, have the authority to make minor changes in the Work so long as they do not result in a material alteration or modification or cause an adjustment to the Contract Price or an extension of the Contract Time.

ARTICLE 8

INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY

8.1 Indemnity

8.1.1 CTS agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents and employees harmless from all claims for bodily injury and property damages [other than the Work itself and other property insured under Paragraph 8.4] to the extent such claims result from or arise under CTS's negligent actions or willful misconduct in its performance of the Work, nothing in this article shall be construed or understood to alter the limitations of liability contained in this article, article 2, or the indemnification contained in section 3.8. Except as otherwise provided herein, CTS's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained in whole or in part as a result of the CUSTOMER's (or its agent's) acts or omissions.

8.1.2 CUSTOMER shall indemnify and hold harmless CTS and CTS's consultants, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any act or omission of CUSTOMER or CUSTOMER's contractors, consultants, agents or employees.

8.1.3 CUSTOMER shall require any other contractor who may have a contract on this project with CUSTOMER to perform work in the areas where Work will be performed under this Agreement to agree to indemnify CUSTOMER and CTS and hold them harmless from all claims for bodily injury and property damage [other than property insured under Paragraph 8.4] that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to CTS.

8.2 Contractor's Liability Insurance

8.2.1 CTS shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from CTS's operations under this Agreement.

8.2.2 The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

8.2.3 CTS's Commercial General and Automobile Liability Insurance, as required by Subparagraphs 8.2.1 and 8.2.2, shall be written for not less than limits of liability as follows:

- (a) **Commercial General Liability**
Combined Single Limit
\$ 1,000,000 Each Occurrence

\$ 2,000,000 Product & Completed Operations
Aggregate

\$ 2,000,000 General Aggregate
Other Than Products & Completed Operations

- (b) **Commercial Automobile Liability** Combined Single Limit
\$ 1,000,000 Each Occurrence

8.2.4 CTS shall maintain at all times during the performance of the Work and Services hereunder, Workman's Compensation Insurance in accordance with the laws of the State in which the Work is performed.

8.3. CUSTOMER's Liability Insurance

8.3.1 CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

8.4 Insurance to Protect Project

8.4.1 CUSTOMER shall purchase and maintain all risk full cost replacement property insurance in a form acceptable to CTS for the length of time to complete the Project. This insurance shall include as named additional insureds CTS and CTS's Subcontractors and Sub-subcontractors and shall include, at a minimum, coverage for fire, windstorm, flood, earthquake, theft, vandalism, malicious mischief, transit, collapse, testing, and damage resulting from defective design, workmanship, or material. CUSTOMER will increase limits of coverage, if necessary, to reflect estimated replacement costs. CUSTOMER will be responsible for any co-insurance penalties or deductibles. If the Work covers an addition to or is adjacent to an existing building, CTS and its Subcontractors and Sub-subcontractors shall be named additional insureds under CUSTOMER's Property Insurance covering such building and its contents.

8.4.1.1 If CUSTOMER finds it necessary to occupy or use a portion or portions of the Facilities prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by CUSTOMER and CTS and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of CTS and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

8.4.2 CUSTOMER shall purchase and maintain such insurance as will protect CUSTOMER and CTS against loss of use of CUSTOMER's property due to those perils insured pursuant to Subparagraph 8.4.1. Such policy will provide coverage for expenses of expediting materials, continuing overhead of CUSTOMER and CTS, necessary labor expense including overtime, loss of income by CUSTOMER and other determined exposures. Exposures of CUSTOMER and CTS shall be determined by mutual agreement and separate limits of coverage fixed for each item.

8.4.3 CUSTOMER shall provide Certificate(s) of Insurance to CTS before work on the Project begins. All insurance coverage(s) must be with a carrier rated A or better by one of the National Insurance Rating Agencies such as A.M. Best. CTS will be given sixty (60) days notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

8.5 Property Insurance Loss Adjustment

8.5.1 Any insured loss shall be adjusted with CUSTOMER and CTS and made payable to CUSTOMER and CTS as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

8.5.2 Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with an arbitration award pursuant to Article 12. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted to arbitration pursuant to Article 12.

8.6 Waiver of Subrogation

8.6.1 CUSTOMER and CTS waive all rights against each other, Architects and Engineers, Subcontractors and Sub-subcontractors for damages caused by perils covered by insurance provided under Paragraph 8.4, except such rights as they may have to the proceeds of such insurance held by CUSTOMER and CTS as trustees. CTS may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.2 CUSTOMER and CTS waive all rights against each other, Architects and Engineers, Subcontractor and Sub-subcontractors for loss or damage to any equipment used in connection with the Project, which loss is covered by any property insurance. CTS may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.3 CUSTOMER waives subrogation against CTS, Subcontractors and Sub-subcontractors on all property and consequential loss policies carried by CUSTOMER on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

8.6.4 If the policies of insurance referred to in this Paragraph 8.6 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

8.7 **Limitation of Liability**

8.7.1 In no event shall CTS be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the work, equipment, materials, or any goods or services provided hereunder. The CUSTOMER waives claims against CTS for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by CUSTOMER for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.

ARTICLE 9

TERMINATION OF THE AGREEMENT

9.1 If CTS defaults in, or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to CTS. If CTS, following receipt of such written notice, neglects to cure or correct the identified deficiencies within thirty (30) business days, CUSTOMER may provide a second written notice. If CTS has not, within thirty (30) business days after receipt of such notice, acted to remedy and make good such deficiencies, CUSTOMER may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expeditiously. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to CTS, but if the expense exceeds the unpaid balance, CTS shall pay the difference to CUSTOMER.

9.2 If CUSTOMER fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, CTS may give written notice to CUSTOMER of CTS's intention to terminate this Agreement. If, within seven (7) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, CTS may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

ARTICLE 10

ASSIGNMENT

10.1 Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other party. Such consent shall not be reasonably withheld, except that CTS may assign to another party the right to receive payments due under this Agreement. CTS may enter into subcontracts for the Work without obtaining CUSTOMER's consent.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 The Table of Contents and headings in this Agreement are for information and convenience only and do not modify the obligations of this Agreement.

11.2 Confidentiality. As used herein, the term "CONFIDENTIAL INFORMATION" shall mean any information in readable form or in machine readable form, including software supplied to CUSTOMER by CTS that has been identified or labeled as "Confidential" and/or "Proprietary" or with words of similar import. CONFIDENTIAL INFORMATION shall also mean any information that is disclosed orally and is designated as "Confidential" and/or "Proprietary" or with words of similar import at the time of disclosure and is reduced to writing, marked as "Confidential" and/or "Proprietary" or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure.

All rights in and to CONFIDENTIAL INFORMATION and to any proprietary and/or novel features contained in CONFIDENTIAL INFORMATION disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the CONFIDENTIAL INFORMATION for any purpose except in the performance of this Agreement and will not disclose any of the CONFIDENTIAL INFORMATION to benefit itself or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party.

Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party's CONFIDENTIAL INFORMATION and all copies thereof.

Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information:

- (a) is publicly available at the time of disclosure or later becomes publicly available other than through breach of this Agreement; or
- (b) is known to the receiving party at the time of disclosure; or
- (c) is subsequently rightfully obtained from a third party on an unrestricted basis; or
- (d) is approved for release in writing by an authorized representative of the disclosing party.

The obligation of this Article shall survive any expiration, cancellation or termination of this Agreement.

11.3 If any provision is held illegal, invalid or unenforceable, the remaining provisions of this Agreement shall be construed and interpreted to achieve the purposes of the Parties.

11.4 Risk of loss for all equipment and materials provided by CTS hereunder shall transfer to CUSTOMER upon delivery to CUSTOMER's Facilities from CTS or its Subcontractor and title shall pass upon final acceptance or final payment by CUSTOMER to CTS, whichever occurs later.

11.5 Final notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To CTS:
CTS
Attention: Scott Ririe
15933 Clayton Rd., Suite 110
St. Louis, MO 63011

To CUSTOMER: City of Maplewood
Attention: Marty Corcoran
7601 Manchester Rd
Maplewood, MO 63143

11.6 Waiver. CTS's failure to insist upon the performance or fulfillment of any of CUSTOMER's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.

11.7 If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected hereby and shall be valid and enforceable to the fullest extent permitted by law.

11.8 Performance/Payment Bond. CTS shall furnish a performance bond and payment bond covering the construction of the work in an amount equal to the contract price prior to commencement of work in a form acceptable to CUSTOMER.

11.9 This bond covers only the performance and payment exposure associated with the performance of the construction portion of the work. The energy savings, additional savings, guaranteed savings, savings shortfalls are not under any circumstances covered under this bond or an obligation that the surety is responsible for.

11.10 Ambiguities. The parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

11.11 Headings. The section headings contained herein are intended for convenience and reference only, and are not a part of this Agreement.

11.12 Authority to Enter into this Contract. The persons signing the Agreement on behalf of the parties are authorized to execute and accept contracts of this nature.

11.13 CUSTOMER Representations. To the extent applicable, the CUSTOMER warrants that it has the necessary power and authority to enter into this Agreement and this Agreement has been duly authorized by its duly elected representatives. This Agreement is a legal, valid and binding obligation of the CUSTOMER.

ARTICLE 12 **ARBITRATION**

12.1 The Parties agree that any controversy or claim between CTS and CUSTOMER arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association at a location specified by CTS.

Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 13 **LIMIT OF LIABILITY – FIRE AND/OR SECURITY SYSTEMS**

13.1 The parties agree that CTS is not an insurer; that the fire and/or security system and/or Service purchased herein is designed only to reduce the risk of loss; that CUSTOMER chose such system and/or Service from several levels of protection offered by CTS; that CTS will not be held liable for any loss, whether in tort or contract, which may arise from the failure of the system and/or Service; and that customer will indemnify, defend and save CTS harmless from any and all loss, claims, actions, causes of actions or expense, including attorneys' fees, arising from the actual or alleged malfunction or nonfunction of the system and/or service. The parties further agree that this Agreement shall not confer any rights on the part of any person or entity not a party hereto, whether as a third-party beneficiary or otherwise.

Because it is extremely difficult to assess actual damages arising from the failure of a system and/or service, the parties agree that if any liability is imposed on CTS for damages or personal injury to either customer or any third party, such liability shall be limited to an aggregate amount not to exceed the value of the system installed. This sum shall be paid either as (i) liquidated damages and not as a penalty, or (ii) a limitation of liability agreed upon by the parties. No suit or action shall be brought against CTS more than one (1) year after the accrual of the cause of action thereof.

ARTICLE 14
ALLOCATION OF SECTION 179D DEDUCTION
TO DESIGNER

14.1 CUSTOMER acknowledges and represents that the project site where CTS's Work is to be performed and all building and improvements located on the same are "government-owned buildings" as CUSTOMER is a political subdivision and CUSTOMER owns said property, building and other improvements where the Work is to be performed. CUSTOMER hereby allocates to CTS any and all Section 179D deductions for the Work. CUSTOMER further acknowledges that CTS is the entity that has created and is primarily responsible for the technical specifications for installation of energy efficient work at CUSTOMER's commercial building property, as described herein. CUSTOMER agrees to complete and execute the "Form for Allocation of Section 179D Deduction", which is attached hereto as Schedule G and incorporated herein by reference. CUSTOMER also agrees to participate in any analysis, inspection and/or certification required by statute or otherwise deemed necessary by CTS to ensure that CTS receives the Section 179D deduction.

APPROVALS:

The parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

Control Technology & Solutions

City of Maplewood

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

ATTACHMENT A

SCOPE OF WORK

ECM #1: City Hall Building Automation System

The temperature control scope of work includes the installation of an integrated web based energy management control system. The CTS proposed system will provide "Thin Client" computerized temperature control that is accessible from any computer that is connected to the Internet without the installation of any additional or proprietary software. The access shall allow multiple levels of access through hierarchy of passwords.

The system is proposed as an open protocol system based on an open Tridium Niagara framework. It is capable of integrating to LonMark, BACnet, and Modbus Networks. The system is fully capable of integrating a wide variety of control manufacturers back into the original system. No proprietary controls will be provided as part of our proposal.

The City of Maplewood will be provided with a full graphical interface. At the building level successive mouse clicks will open the various floors and building sections. Floor plans will have each room temperature dynamically displayed. A click on a room will bring up a graphic of the mechanical equipment serving that space. The equipment screen shall dynamically display the status of heating, cooling, and fan operation, as well as temperatures for sensors installed.

Time Schedules will be graphical and will have the ability to globally broadcast City of Maplewood changes to the system. Schedules will provide seven day schedules with holiday periods (summer, spring break, etc.), and special events like snow days and athletic events. Graphical timed override of schedules is provided. Provide the capability to group equipment control from common global schedules.

New space sensors will allow City of Maplewood occupants and staff to adjust the heating and cooling set point plus or minus 3 degrees (adjustable), and override setback for 2 hours (adjustable) from a space sensor override button.

On site Owner training for maintenance, troubleshooting, and system operations will be provided.

Our scope of work covers the following systems.

Equipment Summary:

- RTU-1 Constant Volume
- RTU-2 Convert to a Variable Volume Variable Temperature System
- RTU-3 Convert to a Variable Volume Variable Temperature System
- RTU-4 Convert to a Variable Volume Variable Temperature System
- RTU-5 Convert to a Variable Volume Variable Temperature System
- RTU-6 Convert to a Variable Volume Variable Temperature System
- RTU-7 Constant Volume
- RTU-8 Constant Volume
- AHU-1 Constant Volume
- AHU-2 Constant Volume
- AHU-3 Constant Volume
- AHU-4 Constant Volume
- AHU-5 Constant Volume

RTU-1, 7, and 8

CTS will furnish and install direct digital controls for constant volume operation, and mount and wire the following devices.

Inputs

- Room Sensor
- Supply Air Sensor
- Fan Status (current switch)

Outputs:

- R,G,W1,W2,Y1,Y2,C Thermostat connections
- Existing Economizer damper actuator

RTU#2:

CTS will furnish and install direct digital controls for a variable volume / variable temperature operation, and mount and wire the following devices.

Inputs

- Room Sensor (one for each zone)
- Supply Air Sensor
- Fan Status (current switch)
- Duct Static pressure

Outputs:

- R,G,W1,W2,Y1,Y2,C Thermostat connections
- Existing Economizer damper actuator
- Bypass Damper Actuator

Zones:

CTS will create two (2) zones of control. We will furnish and install a zone damper for each branch off the main supply air duct.

One (1) 10x12 zone damper increase the existing branch duct serving Conference 120 from (2) 8" to one (1) 10x12" with branch ducts and supply 2 new supply air diffuser rated at 350 cfm (limit the flex duct to 6 ft max)

One (1) 16x10 zone damper

Five (5) 8" round zone damper

One (6") round zone damper

One (1) 18x10 bypass damper (bypassing air into the ceiling plenum)

RTU#3:

CTS will furnish and install direct digital controls for a variable volume / variable temperature operation, and mount and wire the following devices.

Inputs

- Room Sensor (one for each zone)
- Supply Air Sensor
- Fan Status (current switch)
- Duct Static pressure

Outputs:

- R,G,W1,W2,Y1,Y2,C Thermostat connections
- Existing Economizer damper actuator
- Bypass Damper Actuator

Zones:

CTS will create two (2) zones of control. We will furnish and install a zone damper for each branch off the main supply air duct.

Seven (7) 8" round zone damper

One (6") round zone damper

One (1) 18x10 bypass damper (bypassing air into the ceiling plenum)

RTU#4:

CTS will furnish and install direct digital controls for a variable volume / variable temperature operation, and mount and wire the following devices.

Inputs

- Room Sensor (one for each zone)
- Supply Air Sensor
- Fan Status (current switch)
- Duct Static pressure

Outputs:

- R,G,W1,W2,Y1,Y2,C Thermostat connections
- Existing Economizer damper actuator
- Bypass Damper Actuator

Zones:

CTS will create four (4) zones of control. We will furnish and install a zone damper for each branch off the main supply air duct.

One (1) 14x8 zone damper

One (1) 16x10 zone damper

Three (3) 8" round zone damper

One (1) 18x10 bypass damper (bypassing air into the ceiling plenum)

RTU#5:

CTS will furnish and install direct digital controls for a variable volume / variable temperature operation, and mount and wire the following devices.

Inputs

- Room Sensor (one for each zone)
- Supply Air Sensor
- Fan Status (current switch)
- Duct Static pressure

Outputs:

- R,G,W1,W2,Y1,Y2,C Thermostat connections
- Existing Economizer damper actuator
- Bypass Damper Actuator

Zones:

CTS will create three (3) zones of control. We will furnish and install a zone damper for each branch off the main supply air duct.

One (1) 10" round zone damper and increase the existing branch duct serving office 119 from 8" to 10" and supply a new supply air diffuser rated at 350 cfm

Five (5) 8" round zone damper

One (1) 18x10 bypass damper (bypassing air into the ceiling plenum)

RTU#6:

CTS will furnish and install direct digital controls for a variable volume / variable temperature operation, and mount and wire the following devices.

Inputs

- Room Sensor (one for each zone)
- Supply Air Sensor
- Fan Status (current switch)
- Duct Static pressure

Outputs:

- R,G,W1,W2,Y1,Y2,C Thermostat connections
- Existing Economizer damper actuator
- Bypass Damper Actuator

Zones:

CTS will create seven (7) zones of control. We will furnish and install a zone damper for each branch off the main supply air duct.

Two (2) 14x10 zone damper

One (1) 12x10 zone damper

Four (4) 8" round zone damper

Two (2) 10" round zone damper

One (1) 22x12 bypass damper (bypassing air into the ceiling plenum)

AHU-1, 2,3,4, and 5

CTS will furnish and install direct digital controls for constant volume operation, and mount and wire the following devices.

Inputs

- Room Sensor
- Supply Air Sensor
- Fan Status (current switch)

Outputs:

- R,G,W1,W2,Y1,Y2,C Thermostat connections

Miscellaneous Building Controls (one per building typical of 1):

Mount and wire the following devices.

Inputs:

- Outside Air Sensor – 5 conductors to the central control panel (Install on the North wall)

Central Controller:

- Jace (Central Controller) to be installed in the 2nd floor mechanical room.
Provide 120 Volt dedicated power circuit.
Provide Ethernet connection to server.

Communication:

- Communication bus to the controllers (daisy chained)

Computer (Building Supervisor):

- Provide Ethernet connection from computer to server

Training and Systems Support Provisions for the Tridium Building Automation System:

As a part of this contract CTS has included a three (3) year Remote System Support program for the Tridium Building Automation System at no additional cost to the Customer. This will assure that the new controls are operating at optimum performance and are maintaining a quality environment for the occupants. These support services are provided to insure that:

1. Employees become comfortable operating the new systems
2. Operations are monitored so that the energy savings projected with the new system become a reality
3. Retraining is accomplished as may be required for current or new employees
4. Technical assistance is available as needed which establishes a routine communications comfort level between your employees and the CTS support services personnel
5. Customer's specified HVAC service contractor is trained in the use of the system

The support services include:

1. Maintaining Monitoring Internet Interfaces: This enables remote operation of the new automation system and allows CTS software specialists to monitor operations to assure all parts of the system are operating properly.
2. Updating Software Programs as Required: Remote support of the operating software in the system often needs initial "tuning" as we pass through the seasons.
3. Backup Up the System: CTS will perform a remote backup annually which will be held off site and in the CTS office
4. Training/Retraining of Personnel: Included is remote retraining of your operating staff as required until they are comfortable with the system. This also includes training for new employees.
5. Training of HVAC Contractor: Training the customer's specified HVAC service contractor in the use of the system for troubleshooting is included in this contract
6. Operation Monitoring for Energy Savings: The software discipline in your new system is designed to provide a good environment as well as achieve energy cost savings. Although these efforts usually work in harmony, they can occasionally work at odds with each other. CTS will remotely monitor your operating program to uncover changes that may have been made that could frustrate these objectives and communicate corrective recommendations to you.
7. Technical Support: CTS will be available for remote technical support to help you identify problems you may be having with your mechanical HVAC systems

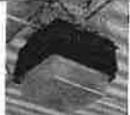
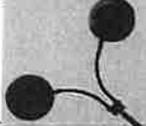
ECM #2: Lighting

CTS will provide the lighting materials described in the scope outline that follows and as well as the more detailed fixture list. CTS will provide qualified electricians as the labor to complete the turnkey lighting solution. All labor shall comply with the Prevailing Wage. The work will be completed in a professional manner in compliance to all applicable codes. The result will be an energy efficient solution that will provide lighting levels appropriate for the tasks being performed in each space. The existing fixtures, lamps and ballasts indicated to be removed shall be properly demolished and discarded or recycled in a legally acceptable manner by CTS and our subcontractors. Necessary documentation will be provided to the City to document the recycling.

Lighting Scope Summary

1. **City Hall Exterior/Parking**: CTS will replace or retrofit the following fixtures located at City Hall with LED fixtures: recessed canopy fixtures at council entrance and front entrance, wall pack fixtures around the building, single head shoe box style parking lot fixtures, surface mounted fixtures under police parking shelter, and frog eye style fixtures in the lot near the fire department truck bay.
2. **Pool**: CTS will replace or retrofit the following fixtures located at City Hall with LED fixtures: all shoe box style fixtures around the pools and parking lot, decorative acorn fixtures in the parking lot, and wall pack fixtures around the building. CTS will also install daylighting sensors in the pool building locker rooms.
3. **Old Library Building Next to Pool**: CTS will replace the lamps in the decorative globe lights along the back of the building with LED lamps.
4. **Deer Creek Park**: CTS will replace or retrofit the following fixtures located at City Hall with LED fixtures: HID pavilion fixtures, T8 fixtures in the north pavilion, and shoe box style fixtures in the park lot.
5. **Ryan Hummert Park**: CTS will replace recessed canopy fixtures in the pavilion with LED fixtures.
6. **Decorative Acorn Street Lighting**: CTS will retrofit the decorative acorn street light fixtures on Manchester, Sutton, and Bellevue with LED fixtures. CTS will also provide new poly carbonite globes for each of these fixtures.

Detailed Fixture List

Totals		218						
Line	Source Description	Qty	Image	Existing Description	Prop. Watts	Prop. Hours	Proposed Qty	Proposed Description
1	City Hall - Canopy Lights	7		Roof Canopy Fixture Metal Halide	100	4745	7	Osram LS2/L/25/740/C (Surface mount to cover existing hole)
2	City Hall - Canopy/Flood Lights	1			90	4745	1	Osram LS2/L/25/740/C (Surface mount to cover existing hole)
3	City Hall - Wall Packs	7		Mercury Vapor 175-250W	175	4745	7	HBL PGM3 LED 5K
4	City Hall - Front Walk Globe	1				4745	1	EIKO Co820-PT-45W-40K-W
5	City Hall Parking - Single Head Shoe Box	5		400W Metal Halide	400	4745	5	CREE-OSQ-A-4ME-J-57K-UL-BZ (Direct mount to pole)
6	City Hall - Police Parking Bay	4		70-100W Metal Halide	70	4745	4	Maxx MLCAN20LED50
7	City Hall Parking - Two Head Frog Eye	3		Two Head Frog Eye Fixture 400W Metal Halide	800	4745	4	CREE-OSQ-A-4ME-J-57K-UL-BZ (Direct mount existing pole/bullhorn) Two two head poles to remain.
8	City Hall Parking - Three Head Frog Eye	1		Three Head Frog Eye Fixture 400W Metal Halide	450	4745	0	Removed, space covered by fixture replaced above.
9	Pool Outdoor - Two Head	5		Two Head Shielded Shoe Box 400W Metal Halide	800	448	10	CREE-OSQ-A-4ME-J-57K-UL-BZ (Direct mount existing pole/bullhorn) Five two head poles to remain.
10	Pool Outdoor - Three Head	2		Three Head Shielded Shoe Box 400W Metal Halide	1200	448	6	CREE-OSQ-A-4ME-J-57K-UL-BZ (Direct mount existing pole/bullhorn) Two three head poles to remain.
11	Pool Outdoor - Four Head	2		Four Head Shielded Shoe Box 400W Metal Halide	1600	448	8	CREE-OSQ-A-4ME-J-57K-UL-BZ (Direct mount existing pole/bullhorn) Two four head poles to remain.
12	Pool Outdoor - Wall Packs	6		Pool Building Wall Pack	100	4745	6	Maxx MLSEP30LED50
13	Pool Parking - Two Head	2		Two Head Shielded Shoe Box 400W Metal Halide	800	4745	4	CREE-OSQ-A-4ME-J-57K-UL-BZ (Direct mount existing pole/bullhorn) Two two head poles to remain.

Line	Space Description	Qty	Existing Description	Pre-Watts	Pre-Op Hours	Proposed Qty	Proposed Description
14	Pool Parking - Three Head	1	 Three Head Shielded Shoe Box 400W-Metal Halide	1200	4745	3	CREE-OSQ-A-4ME-J-57K-UL-BZ (Direct mount existing pole/bullhorn) One three head pole to remain.
15	Pool Parking - Decorative Street	7	 Decorative Street Light	150	4745	7	EIKO C0820-PT-45W-40K-W
16	Pool Parking - Single Head	1	 Single Head Parking Lot Fixture 400W-Metal Halide	400	4745	1	CREE-OSQ-A-4ME-J-57K-UL-BZ (Direct mount existing pole/bullhorn) One single head pole to remain.
17	Pool - Indoor	50	 2 Bulb Vaoprtight 4' T8 Pool Maintenance Already Changing Out	80	4745		Daylighting sensors
18	Library - Globe Lighting on Building	10	 Decorative Wall Globe	100	4745	10	3M LED RCA19C4 (Encl. Rated) (or Sylv 10 LEDA195K \$11.00/ea)
19	Deer Creek Park - Canopy Lights	19	 Canopy Surface Fixture 70W HPS	70	4745	19	OSRAM LS2/L/25/740/C
20	Deer Creek Park - HID Pavillon	7	 70-100W Metal Halide	70	4745	7	Maxd MLCAN20LED50
21	Deer Creek Park - North Pavilian	6	 2 Bulb T8 vaoprtight	80	4745	3	LSI EG3-4-S-LED-HO-CW-UE (4' LED Vaportight)
22	Deer Creek Park - Single Head Shoe Box	8	 Single Head Shoe Box Fixture 400W Metal Halide	400	4745	8	CREE-OSQ-A-4ME-J-57K-UL-BZ (Direct mount existing pole/bullhorn) Eight single head poles to remain.
23	Ryan Hummert Park - Canopy Lights	15	 Recessed Canopy Fixture 100W Metal Halide	100	2000	10	3M LED RCA19C4 (Encl. Rated)
24	Manchester Rd - Decorative Acorns	65	 Decorative Acorn 150W HPS	150	4745	65	EIKO Post-Top HID Replacement Lamp EIKO C0820-PT-45W-40K-W
25	Sutton - Decorative Acorns	24	 Decorative Acorn 150W HPS	150	4745	24	EIKO Post-Top HID Replacement Lamp EIKO C0820-PT-45W-40K-W
26	Bellevue - Decorative Acorns	9	 Decorative Acorn 150W HPS	150	4745	9	EIKO Post-Top HID Replacement Lamp EIKO C0820-PT-45W-40K-W

ECM #3: Roof Replacement

INCLUDES

- A. Thermoplastic membrane roofing system, including all components specified for the City Hall Roof excluding the new North addition (shown as NIC on the roof drawing).
- B. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.
- C. Comply with the published recommendations and instructions of the roofing membrane manufacturer, at <http://manual.fsbp.com>.
- E. Remove the existing membrane and all flashing. Leave existing insulation in place and remove and replace any wet or damaged with like kind and thickness.
- F. Add a roof hatch to allow entry to the fire bay roof from the mezzanine level of the fire bay.
- G. Add two (2) stationary ladders to provide access to the center section to the west section at the elevation change, and from the center section to the east section at the elevation change.

ROOFING SYSTEM DESCRIPTION

- A. Roofing System: Secure Bond white thermoplastic olefin (TPO) single-ply membrane.- 0.060
 - 1. Membrane Attachment: Fully adhered.
 - 2. Warranty: Full system warranty; Firestone **20 year** Red Shield Limited Warranty covering membrane, roof insulation, and membrane accessories.
 - 3. Comply with applicable local building code requirements.
- B. Roofing System Components: Listed in order from the top of the roof down:
 - 1. Membrane: Thickness as specified -.060
 - 2. Insulation: Firestone ½" ISO Gard HD

MEMBRANE MATERIALS

- A. Membrane: Flexible, heat weldable sheet composed of thermoplastic polyolefin polymer and ethylene propylene rubber; complying with ASTM D6878, with polyester weft inserted reinforcement and the following additional characteristics:
 - 1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent, with coating thickness over reinforcement of 0.024 inch (0.61 mm) plus/minus 10 percent.
 - 2. Sheet Width: Provide the widest available sheets to minimize field seaming.
 - 3. Puncture Resistance: 265 lbf (1174 N), minimum, when tested in accordance FTM 101C Method 2031.
 - 4. Acceptable Product: Secure Bond UltraPly TPO by Firestone.
- B. Membrane Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.
- C. Curb and Parapet Flashing: Same material as membrane, with encapsulated edge which eliminates need for seam sealing the flashing-to-roof splice; precut to 18 inches (457 mm) wide.
- D. Formable Flashing: Non-reinforced, flexible, heat weldable sheet, composed of thermoplastic polyolefin polymer and ethylene propylene rubber.
 - 1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent.
 - 2. Tensile Strength: 1550 psi (10.7 MPa), minimum, when tested in accordance with ASTM D638 after heat aging.
 - 3. Elongation at Break: 650 percent, minimum, when tested in accordance with ASTM D638 after heat aging.
 - 4. Tearing Strength: 12 lbf (53 N), minimum, when tested in accordance with ASTM D1004 after heat aging.
 - 5. Color: White.
 - 6. Acceptable Product: UltraPly TPO Flashing by Firestone.
- E. Tape Flashing: 5-1/2 inch (140 mm) nominal wide TPO membrane laminated to cured rubber polymer seaming tape, overall thickness 0.065 inch (1.6 mm) nominal; TPO QuickSeam Flashing by Firestone.
- F. Bonding Adhesive: not acceptable
- G. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing; Pourable Sealer by Firestone.
- H. Seam Plates: Steel with barbs and Galvalume coating; corrosion-resistance complying with FM 4470.

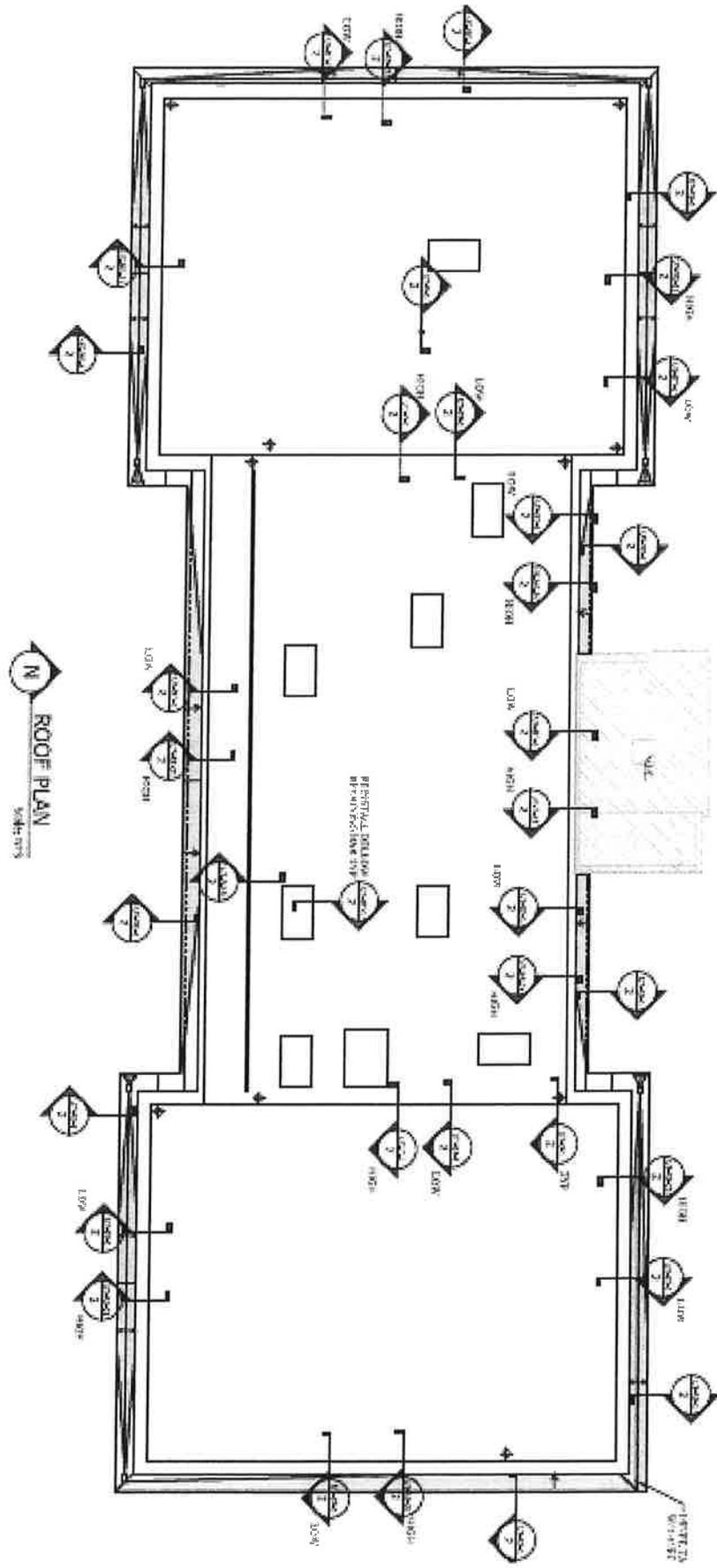
- I. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches (33 mm) wide by 0.10 inch (2.5 mm) thick; Firestone Termination Bar by Firestone.
- J. Cut Edge Sealant: Synthetic rubber-based, for use where membrane reinforcement is exposed; UltraPly TPO Cut Edge Sealant by Firestone.
- K. General Purpose Sealant: EPDM-based, one part, white general purpose sealant; UltraPly TPO General Purpose Sealant by Firestone.
- L. Molded Flashing Accessories: Unreinforced TPO membrane pre-molded to suit a variety of flashing details, including pipe boots, inside corners, outside corners, etc.; UltraPly TPO Small and Large Pipe Flashing by Firestone.
- M. Roof Walkway Pads: Non-reinforced TPO walkway pads, 0.130 inch (3 mm) by 30 inches (760 mm) by 40 feet (12.19 m) long with patterned traffic bearing surface; UltraPly TPO Walkway Pads by Firestone.

ROOF INSULATION AND COVER BOARDS

- A. B. Cover Board- High Density Polyisocyanurate Cover Board: Non-combustible, water resistant, high density closed cell polyisocyanurate core with coated glass mat facers, with the following characteristics:
 - 1. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
 - 2. Thickness: 1/2 inch (12 mm).
 - 3. Thermal Value: R-value of 2.5, when tested in accordance with ASTM C518 and ASTM C177.
 - 4. Surface Water Absorption: 3 percent, maximum, when tested in accordance with ASTM C209.
 - 5. Compressive Strength: 120 psi (830 kPa), when tested in accordance with ASTM D1621.
 - 6. Density: 5 pcf (80 kg/cu m), when tested in accordance with ASTM D1622.
 - 7. Factory Mutual approved for use with FM 1-60 and 1-90 rated roofing assemblies.
 - 8. Mold Growth Resistance: Passing ASTM D3273.
- 9. Acceptable Product: ISOGARD HD Cover Board by Firestone
- B. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.

METAL ACCESSORIES

- A. Metal drip edge- Copper material
 - 1. Copper 16 ounce Material shop fabricated to match existing: copper matching concealed joint splice plates; factory-installed protective plastic film.
 - 2. Length: 120 inches (3650 mm).



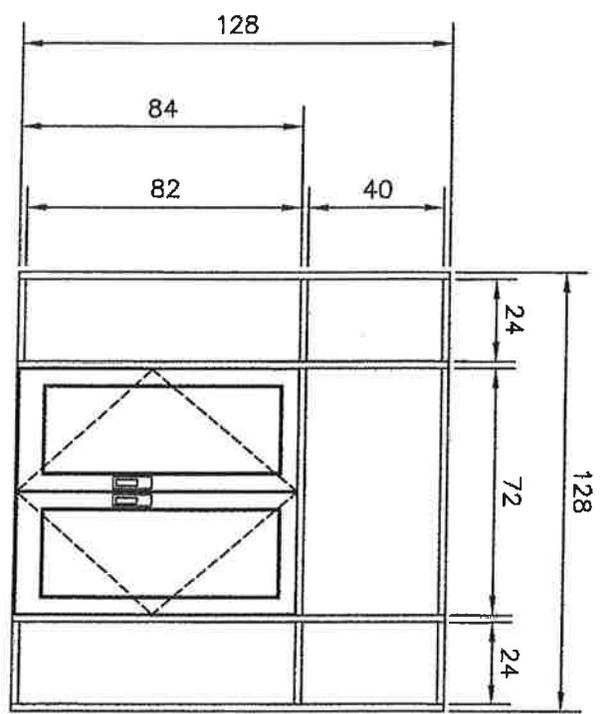
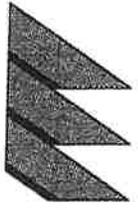
ECM #4: New Council Entrance Vestibule Doors

CTS will install vestibule at the building entrance near the city council chambers and police offices. The new vestibule will be comprised of double doors and storefront window extending to both walls and up to the lower ceiling beam. Storefront will be 2"x4-1/2" thermally broken with class 1 clear anodized finish.

Doors to be wide style with full lite glass. Door hardware will include Von Duprin 99 series concealed vertical rod exit devices with electric latch retraction and associated trim, LCN closers, and roton continuous hinges. Glass shall be 1" insulated, clear tempered. Glass and aluminum finishes come with 10 year manufacturer's warranty. Doors and framing come with 2 year manufacturer's warranty. Hardware and labor come with 1 year warranty.

A takeaway of the complete door system is show in the following drawing.

MAYS ♦ MALUNE ♦ McWARD
 Contract Sales Division
 540 AXMINISTER ROAD
 FENTON, MISSOURI 63026
 PHONE 636-349-1645 FAX 636-349-5005



D1

1 THUS

JOB NAME		DATE
MAPLEWOOD CITY HALL		5-16-14
JOB LOCATION		SHEET
ST. LOUIS, MISSOURI		1 OF 1

ECM#5 Solar Photovoltaic Systems

Control Technology and Solutions (CTS) will provide a 25.2 KW solar array plus installation on the City Hall.

The installation of the solar array will be located on the roof of the east section of the Administration Building which is 70' x 50'. Please refer to Google map area within the red rectangle.



This is a turnkey project will include Structural and Electrical Engineering, all City of Maplewood and St. Louis County permits and Ameren's Net Metering application for the project.

Major System Components

Equipment for this array includes:

(84) ReneSola JC300M-24/Ab (or approved equal) 300 watt polycrystalline solar panels. Peak Efficiency is 15.5%. Compliant with UL 1703, IEC 61215, IEC 61730, TUV, CSI Eligible

Roof mounts are to be Panel Claw brand with the ballast with the roof mounts.

(3) SMA Sunny Boy (or approved equal) 7 kW, 120/208 3 Phase inverters

(1) 80 amp 3 pole breaker for the existing electrical panel

(1) 100 amp NEMA 3R non-fused disconnect for outside

(1) 125 amp 120/208 volt 3 phase, 4 wire breaker.

All conduit and wiring, lightning arresters, brackets, mounts for the system and the interconnection of the system to the grid.

Warranties

Workmanship warranty for one year after date of project completion.

Solar Panels: 10 year workmanship warranty, 25 year - 80% Power Output Warranty, 10 year - 90% Power Output Warranty

Roof Protection

Loose laid White TPO slip sheet to be installed beneath roof mounted solar panels to protect the roof during the installation of the Solar PV System.

ATTACHMENT B

INSTALLATION SCHEDULE

Work will commence upon signing of the contract. CTS will have kickoff meeting to determine final schedule with customer. Schedule will be dependent on weather for the roofing project.

ATTACHMENT C

PAYMENT SCHEDULE

1. The following is the payment schedule for the project.

Construction of the Project

The project shall be invoiced on a monthly basis for the work completed and equipment ordered for the project. These progress invoices shall be submitted on the last day of each month. All invoices shall be billed as net thirty (30) days.

A mobilization fee will be due upon contract execution for 10% of the contract price.

ATTACHMENT D
ENERGY GUARANTEE

1. DEFINITIONS

When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:

"Baseline Period" is the period of time which defines the Baseline Usage and is representative of the facilities' operations, consumption, and usage that is used as the benchmark for determining cost avoidance.

"Baseline Usage or Demand" the calculated or measured energy usage (demand) by a piece of equipment or a site prior to the implementation of the ECMs. Baseline physical conditions, such as equipment counts, nameplate date, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.

"Energy and Operational Cost avoidance Guarantee Practices" are those practices identified in Attachment E, intended to achieve avoided costs in energy and/or operating expenses.

"Energy Costs" may include the cost of electricity and fuels to operate HVAC equipment, facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

"ECM" the Energy Conservation Measure (ECM) is the installation of equipment or systems, or modification of equipment or systems as described in Attachment A.

"Facilities" shall mean those buildings where the energy and operational cost savings will be realized.

"F.E.M.P." shall mean the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (DOE/GO-10096-248, February 1996, or later versions). The F.E.M.P. guidelines classify measurement and verification approaches as Option A, Option B, Option C, and Option D. The F.E.M.P. guidelines is based on the International Performance Measurement and Verification Protocol (I.P.M.V.P.) and was written to be fully consistent with it. It is intended to be used by Federal procurement teams consisting of contracting and technical specialists. The focus of F.E.M.P. guidelines is on choosing the M&V option and method most appropriate for specific projects.

"Financing Document" refers to that document executed between CUSTOMER and a third-party financing entity providing for payments from CUSTOMER third-party financing entity.

"Final Project Acceptance" refers to the CUSTOMER acceptance of the installation of the ECMs as described in Attachment A.

"First Guarantee Year" is defined as the period beginning on the first (1st) day of the month following the date of Final Retrofit Acceptance of the Work installed and ending on the day prior to the first (1st) anniversary thereof.

"Guarantee Period" is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the final Guarantee Year.

"Guarantee Year" is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Term of this Agreement.

"Guaranteed Savings" is defined as the amount of avoided Energy and Operational Costs necessary to pay for the cost of the Work incurred by CUSTOMER in each Guarantee Year (as identified in Section 3.1 hereof).

"I.P.M.V.P." International Performance Measurement and Verification Protocol (July 1997, or later version) provides an overview of current best practice techniques available for measurement and verification of performance contracts. This

document is the basis for the F.E.M.P. protocol and is fully consistent with it. The techniques are classified as Option A, Option B, Option C, and Option D.

"Measurement and Verification Plan" (M&V Plan) is defined as the plan providing details on how the Guarantee Savings will be verified.

"Operational Costs" shall include the cost of operating and maintaining the facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain Covered Systems and Equipment, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

"Option A" is a verification approach that is designed for projects in which the potential to perform needs to be verified, but the actual performance can be stipulated based on the results of the "potential to perform and generate savings" verification and engineering calculations. Option A involves procedures for verifying that:

- Baseline conditions have been properly defined; and
- The equipment and/or systems that were contracted to be installed have been installed; and
- The installed equipment components or systems meet the specifications of the contract in terms of quantity, quality, and rating; and
- The installed equipment is operating and performing in accordance with the specifications in the contract and meeting all functional tests; and
- The installed equipment components or systems *continue, during the term of the contract*, to meet the specifications of the contract in terms of quantity, quality and rating, and operation and functional performance.

"Option B" is for projects in which the potential to perform and generate Savings needs to be verified; and actual performance during the term of the contract needs to be measured (verified). Option B involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve engineering calculations with metering and monitoring.

"Option C" is also for projects in which the potential to perform needs to be verified and actual performance during the term of the contract needs to be verified. Option C involves procedures for verifying the same items as Option A plus verifying actual achieved energy savings during the term of the contract. Performance verification techniques involve utility whole building meter analysis and/or computer simulation calibrated with utility billing data.

"Option D" is a verification technique where calibrated simulations of the baseline energy use and/or calibrated simulations of the post-installation energy consumption are used to measure Savings for the Energy Conservation Measures. Option D can involve measurements of energy use both before and after the Retrofit for specific equipment or energy end use as needed to calibrate the simulation program. Periodic inspections of the equipment may also be warranted. Energy consumption is calculated by developing calibrated hourly simulation models of whole-building energy use, or equipment sub-systems in the baseline mode and in the post-installation mode and comparing the simulated annual differences for either an average year or for conditions that correspond to the specific year during either the baseline or post-installation period.

"Retrofit" is the work provided by CTS as defined by the "ECMs".

"Savings" is defined as avoided, defrayed, or reallocated costs.

"Term" shall have the meaning as defined in Section 2 hereof.

"Total Guarantee Year Savings" is defined as the summation of avoided Energy and Operational Costs realized by facilities in each Guarantee Year as a result of the Retrofit provided by CTS as well as Excess Savings, if any, carried forward from previous years.

2. TERM AND TERMINATION

2.1 Guarantee Term. The Term of this Guarantee Period shall commence on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this agreement and shall terminate at the end of the Guarantee Period unless terminated earlier as provided for herein. The Term of this Guarantee Period is defined in Section 1 of Attachment E.

2.2 Guarantee Termination. Should this Agreement be terminated in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void.

3. SAVINGS GUARANTEE

3.1 Guaranteed Savings. CTS guarantees to CUSTOMER that the identified Facilities will realize the total energy and operational cost avoidance through the combined value of all ECMs over the Term of the contract as defined in Section 1 of Attachment E. In no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement. Notwithstanding any other provision of this Agreement required savings reconciliation or verification, the Total Guarantee Year Savings in each Guarantee Year are stipulated and agreed to by both parties to this Agreement to equal the Energy Costs and Operational Cost Avoidance amounts set forth in Attachment E (Schedule of Savings), and shall be deemed realized upon the date of final Project Acceptance.

3.1.1 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated as a result of CTS's efforts that result in no additional costs to CUSTOMER beyond the costs identified in this Agreement will be included in the guarantee savings reconciliation report for the applicable Guarantee Year(s).

3.1.2 Savings Prior to Final Retrofit Acceptance. All energy and operational cost avoidance realized by CUSTOMER that result from activities undertaken by CTS prior to Final Project Acceptance, including any utility rebates or other incentives earned as a direct result of the installed Energy Conservation Measures provided by CTS, will be applied toward the Guaranteed Savings for the First Guarantee Year.

3.1.3 Cumulation of Savings. The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the Retrofit and Support Costs for such Guarantee Year or the amount identified in Section 1 of Attachment E hereto.

3.1.4 Excess Savings. In the event that the Total Guarantee Year Savings in any Guarantee Year exceed the Guaranteed Savings required for that Guarantee Year, such Excess Savings shall be billed to CUSTOMER (up to any amounts previously paid by CTS for a Guaranteed Savings shortfall pursuant to Section 3.1.5), which amount shall be payable within thirty (30) days after the amount of such Total Guarantee Year Savings has been determined and any remaining Excess Savings shall be carried forward and applied against Guaranteed Savings shortfalls in any future Guarantee Year.

3.1.5 Savings Shortfalls. In the event that the Total Guarantee Year Savings in any Guarantee Year is less than the Guaranteed Savings required for that Guarantee Year, after giving credit for any Excess Savings carried forward from previous Guarantee Years pursuant to Section 3.1.4. CTS shall, upon receipt of written demand from CUSTOMER, compensate CUSTOMER the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) days. Resulting compensation shall be CTS's sole liability for any short fall in the Guaranteed Savings.

3.2 Savings Reconciliation Documentation. CTS will provide CUSTOMER with a guarantee savings reconciliation report after the first Guarantee Year. CUSTOMER will assist CTS in generating the savings reconciliation report by providing CTS with copies of all bills pertaining to Energy Costs within two (2) weeks following the CUSTOMER's receipt thereof, together with access to relevant records relating to such Energy Costs. CUSTOMER will also assist CTS by permitting access to any maintenance records, drawings, or other data deemed necessary by CTS to generate the said report. Data and calculations utilized by CTS in the preparation of its guarantee cost savings reconciliation report will be made available to CUSTOMER along with such explanations and clarifications as CUSTOMER may reasonably request.

3.2.1 Acceptance of Guarantee Reconciliation. At the end of the first Guarantee Year the CUSTOMER will have forty-five (45) days to review the guarantee savings reconciliation report and provide written notice to CTS of non-acceptance of the Guarantee Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the

guarantee savings reconciliation report will deem it accepted by CUSTOMER. If the annual guarantee savings have been met after the first year, the guarantee will be deemed realized for the entire guarantee term.

3.2.2 Guarantee Savings Reconciliation. Guarantee Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in Attachment E and/or additional methodologies defined by CTS that may be negotiated with CUSTOMER at any time.

For reconciliation of Guarantee Savings employing the method of utility bill analysis consistent with F.E.M.P. Option C.

Energy usage for the Facilities for such Guarantee Year will be summarized and compared with the adjusted Baseline Period energy usage for the Facilities through the use of energy accounting software. The difference between the adjusted Baseline Period energy usage and the Guarantee Year energy usage will be multiplied by the applicable energy rate as defined in Attachment E, to calculate the Energy Cost avoidance. Energy Cost avoidance may also include, but are not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the CTS involvement. A Baseline Period will be specified (Section 1 of Attachment E) for the purpose of utility bill analysis.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Options A and/or B:

For each ECM, CTS will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit measured energy consumption
3. Post-retrofit measured demand and time-of-use
4. Post-retrofit energy and demand charges
5. Sampling plan
6. Stipulated Values

The value of the energy savings will be derived from the measured data and engineering formulae included herein, and the applicable energy charges during each Guarantee Year. In some cases, energy usage and/or demand will be calculated from measured variables that directly relate to energy consumption, demand or cost, such as, but not limited to, measured flow, temperature, current, voltage, enthalpy or pressure.

AND/OR for those energy audits employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Option D:

For each Energy Conservation measure, CTS will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit model of energy consumption or demand
2. Post-retrofit model of energy consumption or demand
3. Post-retrofit measured energy consumption
4. Post-retrofit measured demand and time-of-use
5. Post-retrofit energy and demand charges
6. Sampling Plan
7. Stipulated values

The value of the energy savings will be derived from a calibrated simulation of either the whole building or of sub-systems in the building to determine the difference in the performance of the specific equipment being replaced. This method may entail as needed one-time measurements of the performance of the energy consuming systems in the building in order to calibrate the simulation model. Energy usage for the Facilities for such Guarantee Year will be derived through the use of simulation programs.

3.3 Operational Cost Avoidance. The agreed-upon Operational Cost Avoidance as described in Attachment E (Schedule of Savings) will be deemed realized upon execution of this Agreement and will begin to accrue on the date of the completion and acceptance of each Retrofit improvement. These Savings are representative of information provided by the CUSTOMER consisting of either whole or partial budgeted operational costs and as such, it is hereby understood and agreed that the CUSTOMER is wholly responsible for assuring that these budgeted Operational Costs are accurate and achievable.

3.4 Base Year Adjustments. Baseline Period shall be adjusted to reflect: changes in occupied square footage; changes in energy-consuming equipment; changes in the Facilities; changes in Energy and Operational Cost Avoidance Guarantee Practices adversely affecting energy consumption and/or demonstrated operational changes; changes in weather between the Baseline Period and the Guarantee Year; and documented or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting energy usage measurement.

3.4.1 Facility Operational Changes. Except in the case of emergencies CUSTOMER agrees it will not, without the consent of an Authorized Representative of CTS: make any significant deviations from the applicable Energy and Operational Cost Avoidance Guarantee Practices; put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices; or assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices.

3.4.2 Hours and Practices. To achieve these energy savings, CTS and CUSTOMER agree upon the operating practices listed in Attachment E.

3.4.3 Activities and Events Adversely Impacting Savings. CUSTOMER shall promptly notify CTS of any activities known to CUSTOMER which adversely impact: CTS's ability to realize the Guaranteed Savings and CTS shall be entitled to reduce its Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond CTS's reasonable control.

3.5 Guarantee Adjustment. CTS's Guaranteed Savings obligations under this Agreement are contingent upon: (1) CUSTOMER following the Energy and Operational Cost Avoidance Guarantee Practices set forth herein and in Attachment E; (2) no alterations or additions being made by CUSTOMER to any of the Covered systems and Equipment without prior notice to and agreement by CTS; (3) CUSTOMER sending all current utility bills to CTS within two (2) weeks after receipt by CUSTOMER, if CUSTOMER fails to provide current utility bills for a period of time in excess of six (6) months CTS may, at its sole discretion, deem the Guarantee Savings obligation met during that period and any successive periods, and (4) CTS's ability to render services not being impaired by circumstances beyond its control. To the extent CUSTOMER defaults in or fails to perform fully any of its obligations under this Agreement, CTS may, in its sole discretion, adjust its Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless CTS has first provided CUSTOMER with written notice of CUSTOMER's default(s) or failure(s) to perform and CUSTOMER has failed to cure its default(s) to perform within thirty (30) days after the date of such notice.

The bond provided for the construction of the project only covers the performance of materials and workmanship for the completion of said construction work, not the energy guarantee.

ATTACHMENT E

SCHEDULE OF SAVINGS

1. Schedule of Savings

The total energy and operational cost avoidance over the Term of the contract is equal to or greater than \$ 745,667 as defined in the following:

- Annual Operational Cost Savings/Avoidance are not less than \$ 27,235 as listed in 1.2 and 1.3
- Annual Energy Savings are not less than \$ 16,721 as listed in 1.1.

or the sum of the Retrofit and Support Costs for such Guarantee Year, whichever is less. Provided further, in no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement.

The Term of this contract is for 15 years from the date of Final Project Acceptance.

The Baseline Period is defined as July 2012 to June 2013.

CTS and the customer agree that the energy savings for each will be based on a 4% escalation factor for the costs of utilities. The utility rates for the audit reports will be based on an annual escalation of not less than 4% or the actual utility rate in the current year whichever is higher.

1.1 Energy Savings. The annual guarantee of energy cost avoidance is the sum of the below listed ECMs. The savings are based on the listed Energy and operational Cost Avoidance Guarantee Practices contained in Section 1.3 herein.

ECM Description

ECM #1: City Hall Building Automation

ECM #2: Lighting Upgrade

ECM #3: Roof Replacement

ECM #4: New Council Entrance Vestibule

1.2 Operational Cost Savings. The annual guarantee of operational cost avoidance strategies are listed below. The Savings are based on the listed Energy and Operational Cost Avoidance Guarantee practices contained in Section 1.3 herein. The operational cost savings identified below are deemed satisfied upon contract execution.

Operational Savings Description

ECM #1: City Hall Building Automation- estimated savings from comfort call complaints to contractors for repairs and maintenance on the system \$2,500

ECM #2: Lighting Upgrade- based on not having to replace bulbs because of new extended life LED bulbs being installed over the term of the contract \$11,000

ECM #3: Roof Replacement- based on repair of roof leaks on an annual basis \$1,500 capital cost avoidance of \$183,526 or \$12,235 over 15 years

ECM #4: New Council Entrance Vestibule- none

1.3 Energy and Operational Cost Avoidance Guarantee Practices:

1.3.1 BASELINE Operating Parameters: are the facility(s) and system(s) operations measured and/or observed before commencement of the Work. The date summarized will be used in the calculation of the baseline energy consumption and/or demand and for calculating baseline adjustments for changes in facility operation that occur during the Guarantee Period. CTS and CUSTOMER agree that the operating parameters specified in this section are representative of equipment operating characteristics during the Base Year specified in this Agreement. The following data was collected with the assistance of Anthony Traxler.

Baseline Operating Parameters:

HVAC and lighting systems operation in the facility operated during the base year as needed. Building temperatures were observed to be 70° - 76°F during the cooling season.

Baseline Lighting Hours are listed in the Fixture Lists in section 1.4.3.

1.3.2 PROPOSED Operating Parameters of the facility(s) and system(s) after completion of Work. The data summarized will be used in the calculation of the post-retrofit energy consumption and/or demand. CTS and CUSTOMER agree that the proposed operating parameters specified in this section are representative of equipment operating characteristics during the Guarantee Period specified in this Agreement.

Proposed Operating Parameters on which each ECM will rely for achieving energy savings:

The HVAC systems savings are based on the hours of operation

City Hall:

Administration: Monday-Friday 8:30 am -5:00 pm

Police Station and Fire: 24 hours / day, 7 days / week

HVAC operation will be controlled by the Building Automation System. The operating temperature of the building shall be kept at 72°F (winter) and 75°F (summer) during occupied hours. System setbacks during unoccupied periods shall be kept at 60°F (winter) and 85°F (summer). The CUSTOMER will have the flexibility to maintain desired temperatures for critical spaces (for example: computer labs police and fire areas).

The lighting systems savings are based on the hours of operation listed in the Fixture Lists in section 1.4.3.

1.3.3 Operational Cost Avoidance. The following methodologies and/or calculations were used in determining the Operational Costs and/or avoided costs due to the Retrofit implementation. This section is to document standard formulas and/or a brief explanation of how the Operational Cost Savings is supposed to be generated.

Operation Cost Avoidance is based on not having to replace the roof over the term of the contract for annual avoidance of \$12,235 over 15 years or a total of \$183,526

1.3.4 Other energy and operating savings measures taken include the following:

1.4 Guarantee Savings Measurement and Verification Plan

1.4.1 Measurement and Verification Methodology(s)

Energy Conservation Measure	Electric Savings Verification Method	Fuel Savings Verification Method	Other Utility Savings Verification Method
ECM #1: City Hall Building Automation	Option A	Option A	N/A
ECM #2: Lighting Upgrade	Option A	N/A	N/A
ECM #3: Roof Replacement	Option A	N/A	N/A
ECM #4: New Council Entrance Vestibule	Option A	Option A	N/A

1.4.2 Energy Cost Avoidance: The following describes the Measurement and Verification procedures, formulas, and stipulated values which may be used in the calculation of the energy cost avoidance. The calculation of energy cost avoidance is based upon the utility rate paid during the Guarantee Year, or the Baseline Period utility rate, whichever is higher and/or as defined heretofore. Energy cost avoidance may also include, but is not limited to, Savings from demand charges, power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the CTS involvement.

M&V Plan:

1.4.3 Constants: The following calibrated computer simulation model, constants and/or stipulated values are agreed to be reasonable and may be used in the calculation of the energy cost avoidance.

ECM #1: City Hall Building Automation Savings

1. Electrical Fan Power Savings from setback:

Calculate Design Brake Horsepower

Fan Brake Horsepower	
$bhp = \text{design CFM} \times \text{Pressure (In. W.C.)} / 6356 \times \text{Fan efficiency}$	
CFM design =	14,550 Administration, Council Chambers Areas
Pressure design (In. W.C.) =	1.00
Fan Eff. =	80%
bhp =	4.59

Existing Conditions:

Annual Energy (kWh):	
$kWh = (bhp \times 0.746 \text{ kW/HP} \times \text{hours}) / \% \text{ efficiency}$	
bhp =	4.59
Motor Efficiency =	82.5%
hours =	8,760 hours used = 8760/year
Fan cycling factor =	40%
kWh =	14,552

Proposed Conditions:

Annual Energy (kWh):	
$kWh = (bhp \times 0.746 \text{ kW/HP} \times \text{Load Factor} \times \text{hours}) / \% \text{ efficiency}$	
bhp =	4.59
Motor Efficiency =	82.5%
hours =	3,456 7AM - 7PM 240 days/ year +20% night
Fan cycling factor =	40%
kWh =	5,741

Annual Energy Savings (kWh) = Existing kWh - Proposed kWh

Savings (kWh) = 8,811

2. Electric Cooling Savings from Setup Temperature at night:

Existing Conditions:

Cooling kWh/SF =	2.09	Cooling from utility bill regression analysis
% Heat Gain from conduction only =	24%	Does not account for ventilation losses, internal, people and solar heat gain
kWh/SF (heat gain from conduction) =	0.50	
Square Feet (affected by this ECM) =	6,931	Administration, Council Chambers Areas
Existing Cooling kWh (heat gain from conduction) =	3,483	Total for affected area of ECM
Existing weekly unocc hours =	-	Existing hours setback
Existing weekly occ hours =	168	Existing Occupied hours (not setback)
Annual CDD ₆₀ =	2,440	NOAA (base 60) St. Louis, MO
Annual CDD ₇₀ =	914	NOAA (base 70) St. Louis, MO
unoccupied load ratio =	37%	Annual CDD ₆₀ / Annual CDD ₇₀
kW (occupied) =	20.73	average heat gain from conduction when occupied
kW (setback) =	7.77	average heat gain from conduction during setback

Proposed Conditions:

Annual Energy (kWh):	
$kWh = (kW \text{ occ} \times \text{weekly occupied hours}) + (kW \text{ setback} \times \text{weekly occupied hours})$	
Assumes 10°F setup	
weekly unocc hours =	108 7PM - 7AM M-F & 24 hrs S, S
weekly occ hours =	60
Proposed (kWh) =	2,083

Annual Energy Savings (kWh) = Existing kWh - Proposed kWh

Savings (kWh) = 1,400

Electrical Savings:

Savings (kilowatt-hours) = Fan Savings (kWh) + Cooling setback savings (kWh)
 = 8,811 (kWh) + 1,400 (kWh) = 10,211

Annual Energy Cost Avoidance (\$) = Savings (kilowatt-hours) x \$/ kilowatt-hour
 Annual Energy Cost Avoidance (\$) = 10,211 (kilowatt-hours) x \$0.089 / kilowatt-hour,
 Annual Energy Cost Avoidance (\$) = \$ 908.78

3. Gas Heating Savings from Setback Temperature at night:

Existing Conditions:

Heating therms/SF=	0.256	Heating from utility bill regression analysis
Square Feet (affected by this ECM)=	6,931	Administration, Council Chambers Areas
therms=	1,777	
% Heat Loss from conduction only=	40%	Does not account for ventilation losses
therms (heat loss from conduction)=	711	Total for affected area of ECM
Existing weekly unocc hours=	-	Existing hours setback
Existing weekly occ hours=	168	Existing Occupied hours (not setback)
Annual HDD ₆₅ =	4,758	NOAA (base 65) St. Louis, MO
Annual HDD ₅₇ =	3,170	NOAA (base 57) St. Louis, MO
unoccupied load ratio=	67%	Annual HDD65 / Annual HDD57
therms/hour (occupied)=	4.23	average heat loss from conduction when occupied
therms/hour (setback)=	2.82	average heat loss from conduction during setback

Proposed Conditions:

Annual Energy (therms):
<i>therms = (therms/hour occ x weekly occupied hours) + (therms/hour setback x weekly unocc. hours)</i>

Assumes 8° F setback

Proposed weekly unocc hours=	108	7PM - 7AM M-F & 24 hrs S,S
Proposed weekly occ hours=	60	
Proposed (therms) =	558.17	

Savings:

Annual Energy Savings (therms) = Existing therms - Proposed therms
 Savings (therms) = 152

Natural Gas Savings:

Annual Energy Cost Avoidance (\$) = Savings (therms) x \$/ therm
 Annual Energy Cost Avoidance (\$) = 152 (therms) x \$1.05 / therm
 Annual Energy Cost Avoidance (\$) = \$ 159.60

Total Building Automation Savings:

Annual Energy Cost Avoidance (\$) = \$ 908.78 + \$ 159.60 = **\$1,068.38**

ECM#2 Lighting Savings:

Electrical Savings:

Baseline energy use (kilowatt-hours) = kilowatts pre x hours of use

The energy use after the retrofit (post-retrofit) is the new kilowatts multiplied by the hours of use. The equation for the energy use of the new lighting system is:

Post-retrofit energy use (kilowatt-hours) = kilowatts post x hours of use

Savings (kilowatt-hours) = Baseline energy use (kilowatt-hours) - Post-retrofit energy use (kilowatt-hours)

Savings (\$) = Savings (kilowatt-hours) x \$/ kilowatt-hour

Referring to the totals in the lighting schedule in the equation for the energy use of the new lighting system is:

City Hall:

CTS - City of Maplewood
City Hall Lighting Upgrades

Fixture List

Space		Existing (Pre-Construction)					Proposed (Post-Construction)						
Line	Space Description	Qty	Existing Description	Watts	Hours	kWH	Qty	Proposed Description	Watts	Hours	kWH	Total kWH Saved	
1	City Hall - Canopy Lights	7	Roof Canopy Fixture Metal Halide	28	4745	4,252	7	Osram LS2/L/25/740/C (Surface mount to cover existing hole)	25	4745	830	3,421	
2	City Hall - Canopy/Flood Lights	1	Roof Canopy Fixture Converted to Flood	100	4745	475	1	Osram LS2/L/25/740/C (Surface mount to cover existing hole)	25	4745	119	356	
3	City Hall - Wall Packs	7	Mercury Vapor 175W	215	4745	7,141	7	HBL PGM 3 LED 5K	68	4745	2,259	4,883	
4	Front Walk Globe	1	100 W Inc	100	4745	475	1	EIKO C0820-PT-45W-40K-W	45	4745	214	261	
5	City Hall Parking - Single Head Shoe Box	5	400W Metal Halide	458	4745	10,866	5	CREE-OSQ-A-4ME-J-57K-UL-BZ (Direct mount to pole)	168	4745	3,986	6,880	
6	City Hall - Police Parking Bay	4	100W Metal Halide	128	4745	2,429	4	Maxi MLCAN20LED50	20	4745	380	2,050	
7	City Hall Parking - Two Head Frog Eye	3	Two Head Frog Eye Fixture 400W Metal Halide	916	4745	13,038	4	CREE-OSQ-A-4ME-J-57K-UL-BZ (Direct mount existing pole/bullhorn) Two two head poles to remain	168	4745	3,189	9,851	
8	City Hall Parking - Three Head Frog Eye	1	Three Head Frog Eye Fixture 400W Metal Halide	458	4745	2,173	1	Removed, space covered by fixture replaced above.	0	4745	-	2,173	
Totals:						40,850						10,975	29,875

Baseline energy use (kilowatt-hours) = 40,850

Post-retrofit energy use (kilowatt-hours) = 10,975

Savings (kilowatt-hours) = Baseline energy use (kilowatt-hours) - Post-retrofit energy use (kilowatt-hours)

Savings (kilowatt-hours) = 40,850 - 10,975

Savings (kilowatt-hours) = 29,875

Savings (\$) = Savings (kilowatt-hours) x \$/ kilowatt-hour

Savings (\$) = 29,875 (kilowatt-hours) x \$0.07632 / kilowatt-hour

Savings (\$) = \$ 2,280.16

Pool Area:

CTS - City of Maplewood
Pool Lighting Upgrades

Fixture List

Space		Existing (Pre-Construction)					Proposed (Post-Construction)					
Line	Space Description	Qty	Existing Description	Watts	Hours	kWH	Qty	Proposed Description	Watts	Hours	kWH	Total kWH Saved
9	Pool Outdoor - Two Head	5	Two Head Shielded Shoe Box 400W Metal Halide	919	448	2,059	10	CREE-OSQ-A-4M E-J-57K-UL-BZ (Direct mount existing pole/bulbhorn) Five two head poles to remain.	168	448	753	1,306
10	Pool Outdoor - Three Head	2	Three Head Shielded Shoe Box 400W Metal Halide	1374	448	1,231	6	CREE-OSQ-A-4M E-J-57K-UL-BZ (Direct mount existing pole/bulbhorn) Two three head poles to remain.	168	448	452	780
11	Pool Outdoor - Four Head	2	Four Head Shielded Shoe Box 400W Metal Halide	1832	448	1,641	8	CREE-OSQ-A-4M E-J-57K-UL-BZ (Direct mount existing pole/bulbhorn) Two four head poles to remain.	168	448	602	1,039
12	Pool Outdoor - Wall Packs	6	Pool Building Wall Pack	100	4745	2,847	6	Maxi M LSEP30LED50	33	4745	940	1,907
13	Pool Parking - Two Head	2	Two Head Shielded Shoe Box 400W Metal Halide	916	4745	8,893	4	CREE-OSQ-A-4M E-J-57K-UL-BZ (Direct mount existing pole/bulbhorn) Two two head poles to remain.	168	4745	3,189	5,504
14	Pool Parking - Three Head	1	Three Head Shielded Shoe Box 400W Metal Halide	1374	4745	6,520	3	CREE-OSQ-A-4M E-J-57K-UL-BZ (Direct mount existing pole/bulbhorn) One three head pole to remain.	168	4745	2,391	4,128
15	Pool Parking - Decorative Street	7	Decorative Street Light	160	4745	4,982	7	EIKO C0820-PT-45W-40K-W	45	4745	1,495	3,488
16	Pool Parking - Single Head	1	Single Head Parking Lot Fixture 400W Metal Halide	458	4745	2,173	1	CREE-OSQ-A-4M E-J-57K-UL-BZ (Direct mount existing pole/bulbhorn) One single head pole to remain.	168	4745	797	1,376
17	Pool - Indoor Library - Globe Lighting on Building	34	2 bulb Vaoptight 4' T8	60	864	1,783	34	Daylighting sensors - 2 sensors 3M LED RCA 19C4 (Encl. Rated)	60	805	1,234	529
18		10	Decorative Wall Globe	100	4745	4,745	10		10	4745	4,75	4,271
Totals:						36,654					12,326	24,328

Baseline energy use (kilowatt-hours) = 36,654

Post-retrofit energy use (kilowatt-hours) = 12,326

Savings (kilowatt-hours) = Baseline energy use (kilowatt-hours) - Post-retrofit energy use (kilowatt-hours)

Savings (kilowatt-hours) = 36,654 - 12,326

Savings (kilowatt-hours) = 24,328

Savings (\$) = Savings (kilowatt-hours) x \$/ kilowatt-hour

Savings (\$) = 24,328 (kilowatt-hours) x \$0.08657 / kilowatt-hour

Savings (\$) = \$ 2,106.06

Deer Creek and Ryan Hummert Parks:

CTS - City of Maplewood
Parks Lighting Upgrades

Fixture

Space		Existing (Pre-Construction)					Proposed (Post-Construction)					
Line	Space Description	Qty	Existing Description	Watts	Hours	KWH	Qty	Proposed Description	Watts	Hours	KWH	Total KWH Saved
19	Deer Creek Park - Canopy Lights	19	Canopy Surface Fixture 70W HPS	95	4745	8,565	19	OSRAM LS2/L/25/740/C	25	4745	2,254	6,311
20	Deer Creek Park - HD Pavilion	7	100W Metal Halide 2 Bulb TB vaportight	128	4745	4,252	7	Maxi MLCAN20LED50	20	4745	664	3,587
21	Deer Creek Park - North Pavilion	8		60	4745	1,708	3	LSI EG3-A-S-LED-HO-CW-UE (4" LED Vaportight)	45	4745	641	1,068
22	Deer Creek Park - Single Head Shoe Box	8	Single Head Shoe Box Fixture 400W Metal Halide	468	4745	17,365	8	CREE-OSQ-A-4ME-J-57K-UL-BZ (Direct mount existing pole/bulhorn) Eight single head poles to remain.	168	4745	6,377	11,008
23	Ryan Hummert Park - Canopy Lights	15	Recessed Canopy Fixture 100W Metal Halide	128	2000	3,840	10	3M LED RCA 19CA (Encl. Rated)	10	2000	200	3,640
Total						35,750					10,136	25,614

Baseline energy use (kilowatt-hours) = 35,750

Post-retrofit energy use (kilowatt-hours) = 10,136

Savings (kilowatt-hours) = Baseline energy use (kilowatt-hours) - Post-retrofit energy use (kilowatt-hours)

Savings (kilowatt-hours) = 35,750 - 10,136

Savings (kilowatt-hours) = 25,614

Savings (\$) = Savings (kilowatt-hours) x \$/ kilowatt-hour

Savings (\$) = 25,614 (kilowatt-hours) x \$0.09246 / kilowatt-hour

Savings (\$) = \$ 2,368.23

Streets:

CTS - City of Maplewood
Streets Lighting Upgrades

Fixture List

Space		Existing (Pre-Construction)					Proposed (Post-Construction)					
Line	Space Description	City	Existing Description	Watts	Hours	kWH	Qty	Proposed Description	Watts	Hours	kWH	Total kWH Saved
24	Manchester Rd - Decorative Acorns	65	Decorative Acorn 150W HPS	188	4745	57,964	65	EIKO Post-Top HID Replacement Lamp EIKO C0820-PT-45W-40K-W	45	4745	3,879	53,239
25	Sutton - Decorative Acorns	24	Decorative Acorn 150W HPS	188	4745	21,409	24	EIKO Post-Top HID Replacement Lamp EIKO C0820-PT-45W-40K-W	45	4745	5,125	16,664
26	Bellevue - Decorative Acorns	9	Decorative Acorn 150W HPS	188	4745	8,029	9	EIKO Post-Top HID Replacement Lamp EIKO C0820-PT-45W-40K-W	45	4745	1,922	3,284
Totals:						87,422					20,925	73,187

Baseline energy use (kilowatt-hours) = 87,422

Post-retrofit energy use (kilowatt-hours) = 20,925

Savings (kilowatt-hours) = Baseline energy use (kilowatt-hours) - Post-retrofit energy use (kilowatt-hours)

Savings (kilowatt-hours) = 87,422 - 20,925

Savings (kilowatt-hours) = 73,187

Savings (\$) = Savings (kilowatt-hours) x \$/ kilowatt-hour

Savings (\$) = 73,187 (kilowatt-hours) x \$0.076 / kilowatt-hour

Savings (\$) = \$ 5,562.20

Total Lighting Upgrade Savings:

Annual Energy Cost Avoidance (\$) = \$ 2,280.16 + \$ 2,106.06 + \$2,368.23+\$ 5,562.20 = **\$12,317.65**

ECM #3: Roof Replacement Savings

DOE Roof Calculator

My State

Missouri ▼

My City

St. Louis ▼

[Click to see Data for All 243 Locations](#)

My Proposed Roof:

R-value (HIGH=20; AVG=10; LOW=5) [h-ft²·°F/Btu] 20

Solar reflectance, SR (HIGH=80; AVG=50; LOW=10) [%] 68

Infrared emittance, IE (HIGH=90; AVG=80; LOW=10) [%] 83

My Energy Costs and Equipment Efficiencies

Summertime cost of electricity (HIGH=0.20; AVG=0.10; LOW=0.05) [\$/kWh] .076

Air conditioner efficiency (Coefficient of Performance) (HIGH=2.5; AVG=2.0; LOW=1.5) 2.0

Energy source for heating (choose one) Electricity Fuel

If electricity, wintertime cost (HIGH=0.20; AVG=0.10; LOW=0.05) [\$/kWh]

If fuel, cost (Natural gas: HIGH=1.00; AVG=0.70; LOW=0.50) [\$/Therm] 1.05
(Fuel oil: 2002 East coast=0.85; 2002 Midwest=0.70) [\$/Therm]

Heating system efficiency (Furnace or boiler: HIGH=0.8; AVG=0.7; LOW=0.5) .75
(Electric heat pump: HIGH=2.0; AVG=1.5) (Electric resistance: 1.0)

Calculate My Annual Savings Relative to a Black Roof

Net Savings [\$/ft² per year] 0.015

Cooling savings [\$/ft² per year] 0.028

Heating savings (heating penalty if negative) [\$/ft² per year] -0.012

Insulation in Black Roof to Yield Same Annual Energy Savings:

Upgrade from R- 20 to R- 24.9 [h-ft²·°F/Btu]

Details of Comparison:

Heating degree days for location chosen [Annual °F-day] 5021

Cooling degree days for location chosen [Annual °F-day] 1437

Solar load for location chosen [Annual Average Btu/ft² per day] 1343

Cooling load for black roof (SR=5%;IE=90%) [Btu/ft² per year] 4086

Heating load for black roof (SR=5%;IE=90%) [Btu/ft² per year] 6919

Cooling load for proposed roof [Btu/ft² per year] 1614

Heating load for proposed roof [Btu/ft² per year] 7792

Savings = \$/ Sq. Ft. Savings (DOE roof calculator *) X roof area (Sq. Ft.)
 Roof Replacement area 14,350 Sq. Ft.

Annual Energy Cost Avoidance (\$) = \$0.015/ Sq. Ft. Savings (DOE roof calculator *) X 14,350 roof area (Sq. Ft.)
 Annual Energy Cost Avoidance (\$) = **\$ 215.00**

ECM #4: New Council Entrance Vestibule Savings

Assumptions:

1. Door opening frequency is based on a peak occupancy of 9 people
2. 9 people per hour people during peak hours and 1 person per hour during off peak hours.
3. Air Infiltration rate through doors without a vestibule is 275 CFM during peak hours and 40 CFM during off peak hours.
4. Air Infiltration rate through doors with a vestibule is 162 CFM during peak hours and 21 CFM during off peak hours.
5. There are 3 peak hours per day; 7-8 am, 12-1 pm, 5-6 pm.
6. There are 10 off peak hours per day; 6am – 7pm (excluding 7-8 am, 12-1 pm, 5-6 pm).

Assumptions are based on data from "Energy Saving Impact of ASHRAE 90.1 Vestibule Requirements: Modeling of Air Infiltration through Door Openings" Prepared for the US Department of Energy

Calculations:

Infiltration Saved (FT³/year):

$$\text{Peak hour savings (FT}^3\text{/year)} = (\text{Infiltration without vestibule (CFM)} - \text{Infiltration with vestibule (CFM)}) \times (\# \text{ days/year}) \times (\# \text{ of hours/day}) \times (60 \text{ minutes / hour})$$

$$\text{Peak hour savings (FT}^3\text{/year)} = (275 \text{ CFM} - 162 \text{ CFM}) \times (3 \text{ Hours/day}) \times (240 \text{ of days/year}) \times (60 \text{ minutes / hour}) \\ = 4,881,600 \text{ (FT}^3\text{/year)}$$

$$\text{Off-Peak hour savings (FT}^3\text{/year)} = (\text{Infiltration without vestibule (CFM)} - \text{Infiltration with vestibule (CFM)}) \times (\# \text{ days/year}) \times (\# \text{ of hours/day}) \times (60 \text{ minutes / hour})$$

$$\text{Off-Peak hour savings (FT}^3\text{/year)} = (40 \text{ CFM} - 21 \text{ CFM}) \times (10 \text{ Hours/day}) \times (240 \text{ of days/year}) \times (60 \text{ minutes / hour}) \\ = 2,736,000 \text{ (FT}^3\text{/year)}$$

$$\text{Total savings (FT}^3\text{/year)} = \text{Peak hour savings (FT}^3\text{/year)} + \text{Off-Peak hour savings (FT}^3\text{/year)} \\ = 4,881,600 \text{ (FT}^3\text{/year)} + 2,736,000 \text{ (FT}^3\text{/year)} = 7,617,600 \text{ (FT}^3\text{/year)}$$

$$\text{Total savings (therms)} = 7,617,600 \text{ (FT}^3\text{/year)} \times 0.0003576 \text{ kBtu / (FT}^3\text{/year)} \times 1 \text{ therms/100 kBtu} / 80\% \text{ eff} \\ = 34.05 \text{ therms}$$

$$\text{Total savings (kWh)} = 7,617,600 \text{ (FT}^3\text{/year)} \times 0.000016484 \text{ ton-hrs/(FT}^3\text{/year)} \times 1.33 \text{ kw/ton} = 1,670 \text{ kWh}$$

kBTU/(FT³/year) and ton-hrs/(FT³/year) are derived from TMY-2 bin data for St. Louis, MO

$$\text{Gas Savings (\$)} = 34.05 \text{ therms} \times \$1.05/\text{therm} = \$35.75$$

$$\text{Electric Savings (\$)} = 1,670 \times \$0.089 / \text{kWh} = \$148.63$$

$$\text{Annual Energy Cost Avoidance (\$)} = \mathbf{\$184.38}$$

ECM #5: Solar Photovoltaic Array

The energy use will be reduced by the energy produced by the solar array. The array is 25kW capable of producing 33,000 kWh per year modeled using St. Louis irradiance values. The equation for the energy use avoided with the Solar Photovoltaic Array is:

$$\text{Annual Energy Cost Avoidance (\$)} = \text{Savings (kilowatt-hours)} \times \$ / \text{kilowatt-hour}$$

$$\text{Annual Energy Cost Avoidance (\$)} = 33,000 \text{ kWh} \times \$0.089 / \text{kWh}$$

$$\text{Annual Energy Cost Avoidance (\$)} = \$2,937$$

ECM#1 Annual Energy Cost Avoidance (\$) = \$1,068
ECM#2 Annual Energy Cost Avoidance (\$) = \$12,317
ECM#3 Annual Energy Cost Avoidance (\$) = \$ 215
ECM#4 Annual Energy Cost Avoidance (\$) = \$ 184
ECM#5 Annual Energy Cost Avoidance (\$) = \$ 2,937
Total Annual Energy Cost Avoidance (\$) = \$ 16,721

City Hall Building Automation
Lighting Upgrade
Roof Replacement
New Council Entrance Vestibule
Solar Array

ATTACHMENT F
FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name _____

Agreement Effective Date: _____

Scope-of-Work (SOW) Item/Energy Conservation Measure (ECM): _____

To: CTS

Reference is made to the above listed Agreement between the undersigned and CTS and to the Scope of Work as defined in Attachment A herein. In connection therewith, we confirm to you the following:

1. The Scope of Work (SOW) Item/ Energy Conservation Measure (ECM) referenced above and also listed in Attachment A of the Agreement has been demonstrated to the satisfaction of the Owner's Representative as being substantially complete, including all punch list items generated during the Project Acceptance Procedure.
2. All of the Work has been delivered to and received by the undersigned and that said Work has been examined and /or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Agreement. Consequently, you are hereby authorized to invoice for the Final Payment, as defined in Attachment C, The Payment Schedule.

Owner Name: _____

By: _____
(Authorized Signature)

(Printed Name and Title)

(Date)

ATTACHMENT G

FORM ALLOCATION OF SECTION 179D DEDUCTION

ADDRESS OF GOVERNMENT-OWNED BUILDING: Project Name: _____ Project Street: _____ Project City, State & Zip Code: _____	
AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE GOVERNMENT-OWNED BUILDING: Owner Name: _____ Representative Name: _____ Representative Title: _____ Representative Street Address: _____ Representative City, State & Zip: _____ Representative Phone Number: _____	
AUTHORIZED REPRESENTATIVE OF DESIGNER RECEIVING THE ALLOCATION OF THE SECTION 179D DEDUCTION: Designer Name: _____ Representative Name: _____ Representative Title: _____ Representative Street Address: _____ Representative City, State & Zip: _____ Representative Phone Number: _____	
PROJECT COST: _____	
DATE PROJECT PLACED IN SERVICE: _____	
AMOUNT OF SECTION 179D DEDUCTION ALLOCATED TO THE DESIGNER: Building Envelope: _____ Lighting System: _____ HVAC System: _____ TOTAL: _____	

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct and complete.

AUTHORIZED REPRESENTATIVE OF
OWNER OF GOVERNMENT-OWNED BUILDING:

By: _____
Dated: _____

AUTHORIZED REPRESENTATIVE OF
DESIGNER:

By: _____
Dated: _____

RESOLUTION

R15-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH CTS GROUP FOR FACILITY MODERNIZATION AND ENERGY CONSERVATION MEASURES FOR THE CITY OF MAPLEWOOD.

WHEREAS, on February 14, 2014, the City of Maplewood issued a Request for Proposals in the St. Louis Business Journal for Energy Services Companies to propose facility modernization and energy conservation measures for the city; and

WHEREAS, CTS Group was selected to perform the work; and

WHEREAS, the city has negotiated with CTS Group.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS: The City Manager is hereby authorized to sign a contract with CTS Group for facility modernization and energy conservation measures for the city.

Passed this day of , 2015

James White, Mayor

Attest:

Karen R. Scheidt, Acting City Clerk

Approved this day of , 2015

James White, Mayor

Attest:

Karen R. Scheidt, Acting City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573, AS AMENDED, CHAPTER 56, ZONING, SECTION 56-72 SR SINGLE FAMILY RESIDENTIAL DISTRICT PERMITTED USES TO ALLOW SHORT TERM VACATION RENTALS IN THE SR DISTRICT

WHEREAS, the Plan and Zoning Commission recommended approval by a vote of 6 ayes, 0 nays of the amendment to the SR District at their July 6, 2015 meeting; and

WHEREAS, the City Council held a public hearing on September 8, 2015 regarding the proposed amendment to the SR District.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS:

Section I. Section 56-72, Permitted Uses, (2) is hereby amended by deleting the existing text in this section and inserting the following text in its stead:

- (2) Home occupations as provided in article III, division 3 of this chapter. Short term vacation rentals that meet the requirements of article XIII, division 3, sections 14-800 to 14-804, short term vacation rentals of the city code.

Section II. This ordinance shall be in full force and effect fifteen (15) days after its passage and approval.

Passed this th day of, 2015

James White, Mayor

Attest: _____
Karen Scheidt, Acting City Clerk

Approved this th day of , 2015

James White, Mayor

Attest: _____
Karen Scheidt, Acting City Clerk

BILL NO. 5984

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573 OF THE MAPLEWOOD CODE OF ORDINANCES, AS AMENDED, BY AMENDING CHAPTER 50, TRAFFIC AND MOTOR VEHICLES, SECTION 50-243, OTHER PROHIBITIONS ON PARKING, BY ADDING SUNNEN DRIVE METROLINK TRACKS

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS:

Section I. Section 50-243, Other Prohibitions on Parking, is amended to add the following text: Sunnen Drive, MetroLink Tracks - No parking, north and south sides of street, from the MetroLink tracks to 50 feet east and from the MetroLink tracks to 50 feet west.

Section II. This ordinance shall be in full force and effect fifteen (15) days after its passage and approval.

Passed this 8th day of September, 2015

James White, Mayor

Attest:

Karen R. Scheidt, Acting City Clerk

Approved this 8th day of September, 2015

James White, Mayor

Attest:

Karen R. Scheidt, Acting City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573 OF THE MAPLEWOOD CODE OF ORDINANCES, AS AMENDED, BY AMENDING CHAPTER 50, TRAFFIC AND MOTOR VEHICLES, SECTION 50-243, OTHER PROHIBITIONS ON PARKING, BY AMENDING SUTTON BOULEVARD 2700 BLOCK.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS:

Section I. Section 50-243, Other Prohibitions on Parking, Sutton Boulevard, 2700 block, is amended to add the following text: Sutton Boulevard, 2700 block - No parking here to corner, west side of street, from intersection of Hazel to 21 feet north.

Section II. This ordinance shall be in full force and effect fifteen (15) days after its passage and approval.

Passed this 8th day of September, 2015

James White, Mayor

Attest:

Karen R. Scheidt, Acting City Clerk

Approved this 8th day of September, 2015

James White, Mayor

Attest:

Karen R. Scheidt, Acting City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573, AS AMENDED, BY DELETING SECTION 34-13, FAILURE TO APPEAR.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS:

Section I. Ordinance 5573, Section 34-13, is hereby deleted.

Section II. This ordinance shall be in full force and effect fifteen (15) days after its passage and approval.

Passed this 8th day of September, 2015

James White, Mayor

Attest:

Karen R. Scheidt, Acting City Clerk

Approved this 8th day of September, 2015

James White, Mayor

Attest:

Karen R. Scheidt, Acting City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573, AS AMENDED, CHAPTER 14, BUSINESS AND BUSINESS REGULATIONS, BY ADDING ARTICLE XIII, DIVISION 3, SECTIONS 14-800 TO 14-804, SHORT TERM VACATION RENTALS, ESTABLISHING REGULATIONS GOVERNING SHORT TERM VACATION RENTALS.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS:

Section I. Ordinance 5573, as amended, Chapter 14, Business and business regulations, is hereby amended by adding the following:

Section 14-800 Purpose:

- A. The purpose of this chapter is to establish regulations for short term vacation rentals in order to safeguard the peace, safety and general welfare of neighborhoods within the City of Maplewood by minimizing negative secondary affects related to short term vacation rentals including excessive noise, disorderly conduct, illegal parking, overcrowding, and excessive accumulation of refuse.
- B. This chapter is not intended to provide any owner of residential property with the right or privilege to violate any deed restriction or private conditions, governance or restrictions applicable to the property's owner that may prohibit the use of such owner's residential property for short term vacation rentals as defined in this chapter. Short term vacation rentals are not permitted in dwelling units that have deed restrictions for affordable housing purposes or other city imposed conditions of approval or restrictions would prohibit the use of such dwelling as a short term vacation rental as defined herein.

Section 14-801 Definitions:

- A. *Owner* means the person or entity that holds legal and equitable title to a short term vacation rental property and who resides there as the legal residence of such person.
- B. *Owner occupied* means the owner (or person controlling any entity that is the owner) resides in said short term vacation rental property as the owner's (or such controlling person's) legal residence.
- C. *Short term vacation rental* means a rental of any legally permitted dwelling unit, or a portion of such a legally permitted dwelling unit, located in a single family zoning district as defined by Section 56-71 to 56-73 of this code for a period of less than 30 consecutive calendar days, in compliance with the terms of this Ordinance Sections 14-800 to 14-804.
- D. *Short term vacation rental property* means the property in which a short term vacation rental is located.
- E. *Transient* means any person who occupies any rooms or accommodations within a short term vacation rental property for a period of less than thirty (30) continuous days.

Section 14-802 Short Term Vacation Rentals:

- A. Short term vacation rentals shall be permitted only in owner occupied single family residences within the SR Single Family Residential Zoning District and as permitted as provided in the zoning ordinance.
- B. Short term vacation rentals shall be subject to and shall comply with all requirements of the city and state building, fire, safety and occupancy codes and limits.
- C. The owner of the short term vacation rental shall spend the night on-site at the short term vacation rental property at all times during the term of any short term vacation rental.
- D. Not more than two (2) rooms in any dwelling unit may be rented at the same time as a short term vacation rental.
- E. The owner of any short term vacation rental shall be required to apply for and obtain a short term vacation rental permit and business license from the city before renting or advertising the availability of the short term vacation rental.
- F. A short term vacation rental permit shall be valid from July 1 and shall expire on the following June 30.
- G. Obtaining and renewing a short term vacation rental permit: The owner of the short term vacation rental property shall adhere to the following conditions and shall submit the following information on a short term vacation rental permit application form provided by the city, which shall include, at a minimum, the following information:
 - (1) The name, address and telephone number of the owner of the short term vacation rental property.
 - (2) Such other information as the city manager or designee deems reasonably necessary to administer this chapter.
- H. Any false statements or false information provided in the application for a short term vacation rental permit shall be grounds for denial of permit, permit revocation or imposition of penalties as outlined in this Code of Ordinances.
- I. A short term vacation rental permit application shall be denied if the owner has had a short term vacation rental permit revoked within the past twelve (12) months for the same or other short term vacation rental property. If a short term vacation rental permit is revoked twice, no short term vacation rental permit shall subsequently be issued for such owner or such short term vacation rental property.
- J. Operational requirement: The owner shall use reasonable, prudent business practices to insure that the short term vacation rental property is used in a manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of the short term vacation rental property.
- K. The name, address and telephone number of a local contact person who shall be available 24 hours per day, 7 days per week, for the purpose of responding within 45 minutes to complaints regarding the condition, operation or conduct of occupants of the short term vacation rental unit or their guests, shall at all times be kept on file with the city.
- L. The owner shall post the short term vacation rental permit on the exterior of the short term vacation rental property within plain view for the general public with a 24 hours a day, 7 days a week local contact phone number for complaints. The permit shall be between 8 ½" by 11" and 4" by 5" in size and shall be displayed at all times that the short term vacation rental property is being used for a short term vacation rental.
- M. The owner or local contact shall upon notification that any Transient, occupant or guest of the short term vacation rental property has created unreasonable noise or disturbances, engaged in disorderly conduct or committed violation of any applicable law, rule or regulations pertaining to the use and occupancy of the short term vacation

rental property, respond in a timely and appropriate manner to immediately halt or prevent reoccurrence of such conduct. Failure of the owner or local contact to respond to such calls or complaints regarding the condition, operation or conduct of the occupants and/or guests of a short term vacation rental in a timely and appropriate manner shall be grounds for revocation of the short term vacation rental permit and shall subject the owner to all administrative, legal and equitable remedies available to the city.

- N. The owner or local contact shall use reasonably prudent business practices to insure that the occupants and/or guests of the short term rental unit do not create unreasonable noise or disturbances, engage in disorderly conduct or violate any applicable law, rule or regulation pertaining to the use and occupancy of the subject short term vacation rental property.
- O. No amplified or reproduced sound shall be used outside or audible from the property line of any short term vacation rental property between the hours of 10:00 p.m. and 10:00 a.m.
- P. Prior to rental of a short term vacation rental property, the owner shall:
 - (1) Obtain the contact information of all Transients, including the name, permanent address, telephone number and emergency contact for each person to occupy the short term rental vacation property.
 - (2) Require the Transient to execute a formal acknowledgement that he or she is legally responsible for compliance by all occupants or guests of the short term vacation rental unit with all applicable laws, rules and regulations pertaining to the use and occupancy of the short term vacation rental unit.
 - (3) Information required in Items (1) and (2) above shall be maintained by the owner for a period of three (3) years and shall be made available upon request to any officer of the city responsible for the enforcement of any provision of the municipal code or any applicable law, rule or regulation pertaining to the use and occupancy of the short term vacation rental property.
 - (4) On-site parking shall be allowed on approved driveway, garage and/or carport areas only.
 - (5) The number of occupants allowed to occupy any short term vacation rental property shall be limited to two (2) people per bedroom and no more than two (2) bedrooms within any short term vacation rental property shall be rented at the same time.
 - (6) The City Manager or designee shall have the authority to impose additional conditions on the use of any short term vacation rental property to insure that any potential secondary affects unique to the subject short term vacation rental unit are avoided or adequately mitigated.
- Q. The owner shall post the current short term vacation rental permit number on or in any advertisement appearing in any written publication or any website that promotes the availability or existence of a short term vacation rental property.

Section 14-803 Permit Procedure:

- A. Upon receiving an application for a permit for a short term vacation rental property that complies with the provisions of this chapter, the residents within 200 feet of the property lines of the subject property shall be notified of the application for short term vacation rental permit.

B. The fee for a short term vacation rental permit shall be \$75 annually.

Section 14-804 Penalties and Enforcement:

- A. Upon request by the City Manager or designee, owners shall provide access to the short term vacation rental property and to any records related to the use and occupancy of the short term vacation rental property during normal business hours for the purpose of determining compliance with this chapter.
- B. Any person violating any of the provisions in this chapter shall be deemed guilty of a misdemeanor punishable pursuant to Section 1-11, General Penalty; Continuing Violations.
- C. In addition to any penalty imposed pursuant to Section 1-11 of this code, the City Manager or his designee may impose additional conditions on the use of any short term vacation rental permit pursuant to Section (P) (6) – Permits.
- D. Except as otherwise expressly provided in Sections 14-800 to 14-804, enforcement of Sections 14-800 to 14-804 is at the sole discretion of the city. Nothing in this chapter shall create a right of action on any person against the city or its agents for damages or to compel public enforcement of the provisions of Sections 14-800 and 14-804 against private parties.
- E. Pursuant to Chapter 1-11(c) of this code, each and every day during any portion of which a violation of this code or any other ordinance of this city is committed, continued or permitted, shall be a separate offense.

Section II. This ordinance shall be in full force and effect fifteen (15) days after its passage and approval.

Passed this day of , 2015

James White, Mayor

Attest:

Karen R. Scheidt, Acting City Clerk

Approved this day of , 2015

James White, Mayor

Attest:

Karen R. Scheidt, Acting City Clerk