



**NOTICE OF REGULAR MEETING AGENDA
LANCASTER CITY COUNCIL
MUNICIPAL CENTER CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS**

Monday, January 27, 2020 - 7:00 PM



5:30 P.M. DINNER:

(There may or may not be a quorum of City Council members present for dinner. No City business will be transacted.)

7:00 P.M. REGULAR MEETING:

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Deputy Mayor Pro Tem Derrick D. Robinson

CITIZENS' COMMENTS:

At this time citizens who have pre-registered before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.

CONSENT AGENDA:

Items listed under the consent agenda are considered routine and are generally enacted in one motion. The exception to this rule is that a Council Member may request one or more items to be removed from the consent agenda for separate discussion and action.

1. Consider approval of minutes from the City Council Regular Meeting held on January 13, 2020.
2. Consider a resolution authorizing additional funds for the remount conversion of a Type 1 Horton Ambulance Medical Box on a 2018 Dodge 4500 Regular Cab Chassis by Professional Ambulance Sales and Service, LLC in an amount not to exceed thirty-one thousand one hundred and six dollars (\$31,106.00).
3. Consider a resolution authorizing the continuance of a professional services agreement with Johnson Controls, Incorporated for the maintenance and repair of the Heating Ventilation and Air Conditioning (HVAC) units within City Facilities in an amount not to exceed one hundred twenty-two thousand two hundred seventy-two dollars and forty-six cents (\$122,272.46).

ACTION:

4. Discuss and consider an ordinance authorizing the issuance of "City of Lancaster, Texas, General Obligation Refunding Bonds, Series 2020"; Specifying the terms and features of said bonds; providing for the payment of said bonds by the levy of an ad valorem tax upon all taxable property within the city; and resolving other matters incident and related to the issuance, payment, security, sale, and delivery of said bonds, including the approval and execution of a paying agent/registrars agreement and a purchase agreement and approval and distribution of an official statement pertaining thereto; and providing an effective date.
5. Discuss and consider confirmation of appointments to the City of Lancaster Historic Landmark Preservation Committee (HLPC).
6. Consider confirmation of nominations made by the Mayor for appointments to the City of Lancaster's Zoning Board of Adjustment.
7. Discuss and consider annual appointments to City of Lancaster Boards and Commissions.

ADJOURNMENT

EXECUTIVE SESSION: The City Council reserve the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the Texas Government Code to seek legal advice concerning such subject.

ACCESSIBILITY STATEMENT: Meetings of the City Council are held in municipal facilities are wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

CONFORME A LA SECCION 30.06 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO 411, CODIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

CONFORME A LA SECCION 30.07 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO AL AIRE LIBRE CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO AL AIRE LIBRE.

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on January 24, 2020 @ 5:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

City Council Regular Meeting

1.

Meeting Date: 01/27/2020

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

Goal(s): Professional and Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Regular Meeting held on January 13, 2020.

Background:

Attached for your review and consideration are minutes from the City Council Regular Meeting held January 13, 2020.

Attachments

January 13, 2020 Minutes

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF January 13, 2020

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on January 13, 2020, at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Clyde C. Hairston
Carol Strain-Burk
Stanley Jaglowski
Marco Mejia
Deputy Mayor Pro Tem Derrick D. Robinson
Mayor Pro Tem Racheal Hill

Councilmembers Absent:

Nina Morris

City Staff Present:

Opal Mauldin-Jones, City Manager
Rona Stringfellow, Deputy City Manager
Fabrice Kabona, Assistant City Manager
Carey Neal, Assistant to the City Manager
Dori Lee, Director of Human Resources
Kim Hall, Director of Finance
Shane Shepard, Director of Economic Development
Sean Johnson, Director of Quality of Life and Cultural Services
Charley Miller, Assistant Police Chief
Sam Urbanski, Police Chief
Jason Boulton, Assistant Police Chief
Nathaniel D. Thompson, Police Lieutenant
Kenneth Johnson, Fire Chief
David T. Ritter, City Attorney
Andy Waits, Public Works Director
Terry Capehart, Director of Development
Jermaine Sapp, Equipment Services and Facilities Director
Michelle Evans, Assistant Director of Human Resources
Karl Stundins, Research & Business Development Manager
Sorangel O. Arenas, City Secretary

Call to Order:

Mayor Hairston called the meeting to order at 7:00 p.m. on January 13, 2020.

Invocation:

Pastor Donniel Wilson Sr. gave the invocation.

Pledge of Allegiance:

Deputy Mayor Pro Tem Derrick D. Robinson led the pledge of allegiance.

Presentation:

American Heart Association, Norma Candelaria, presented the Silver Workplace Health Achievement Award for 2019; American Association of Retired Persons (AARP), Susan Williams, presented a certificate to the City of Lancaster to celebrate being the 430th community to enroll the network to continue improvements for all ages.

Citizens Comments:

Carey Neal, 211 N. Henry St. shared information on upcoming events.

Consent Agenda:

City Secretary Arenas read the consent agenda.

1. **Consider approval of minutes from the City Council Regular Meeting held on December 9, 2019.**
2. **Consider a resolution approving the terms and conditions of the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds Sharing and Fiscal Agency Agreement between the City of Lancaster and the County of Dallas, Texas to provide funds to prevent and control crime and to improve the criminal justice system.**

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro Tem Hill to approve consent items 1 and 2. The vote was cast 6 for, 0 against [Morris absent].

3. **Consider confirmation of nominations made by the Mayor for appointments to the North Central Texas Housing Finance Corporation Board (NCTHFC).**

City Manager Mauldin-Jones shared the origins of North Central Texas Housing Finance Corporation Board (NCTHFC) and the Mayor's role to cast the board nomination as representation for the City of Lancaster.

MOTION: Mayor Pro Tem Hill made a motion, seconded by Councilmember Strain-Burk, to approve item 3. The vote was cast 6 for, 0 against [Morris absent].

4. **Discuss and consider a resolution approving the terms and conditions of an agreement with Southern Trenchless Solutions, LLC utilizing the Texas Statewide Cooperative Purchasing Contract #555-18 administered through the Buy Board for replacement of +/- one thousand six hundred (1,600) feet of water main on Edwards Street between Cedardale Road and Taylor Street, +/- five hundred ninety-six (596) feet of water main on Lindenwood Drive between Dewberry Blvd. and the 500 block of Lindenwood Drive, +/- one thousand five hundred fifty-two (1,552) feet of water main on Redbud Lane between South Stewart Avenue and behind 650 West Main**

Street and +/- nine hundred (900) feet of water main on North Crest Street between Francis Street and West Main Street, in an amount not to exceed one million ninety-three thousand four hundred one dollars and ninety-four cents (\$1,093,401.94).

City Manager Mauldin-Jones shared that the presented item was a budgeted item to improve services to citizens.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 4. The vote was cast 6 for, 0 against [Morris absent].

5. **Discuss and consider a resolution approving the terms and conditions of an agreement with Southern Trenchless, LLC utilizing the Texas Statewide Cooperative Purchasing Contract #555-18 administered through Buy Board for replacement of +/- one thousand one hundred seventeen (1,117) feet of wastewater main on Criswell Street between Springdale Street and the dead end of Criswell Street; +/- one thousand five hundred eighty (1,580) feet of wastewater main on Katy Street between Pleasant Run Road and the dead end of Katy Street; and +/- one thousand one hundred forty-five (1,145) feet of wastewater main on Elkins Avenue between Cedardale Road and the 4200 Block of Cedardale Road, in an amount not to exceed one million two hundred forty-eight thousand forty-nine dollars and thirty-nine cents (\$1,248,049.39).**

City Manager Mauldin-Jones shared that this item is a companion item to item 4 and is in alignment with presented budget that improves services to citizens.

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro Tem Hill to approve item 5. The vote was cast 6 for, 0 against [Morris absent].

6. **Consider a resolution authorizing the award of request for proposal (RFP) 2019-29 for an annual contract for litter removal services to T. Smith's Lawn Service LLC, in an amount not to exceed ninety-eight thousand two hundred eighty dollars and zero cents (\$98,280.00).**

City Manager Mauldin-Jones shared this agreement includes twice a week litter removal on Pleasant Run Road from I-35E to Dallas Avenue (SH342), Beltline Road from I-35E to Dallas Avenue (SH342), Bear Creek Road from I-35E to Dallas Avenue (SH342), Wintergreen Road from I-35E to Dallas Avenue (SH342), Houston School Road from I-20 to Pleasant Run Road, Jefferson Street from Wintergreen Road to 2nd Avenue, Dallas Avenue (SH342) from Cedardale Road to Pleasant Run Road, I-20 Service Road from I-35E to Houston School Road, I-35E Service Road from Bear Creek Road to I-20 and an on call provision for large debris removal.

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro Tem Hill to approve item 6. The vote was cast 6 for, 0 against [Morris absent].

7. **Discuss and consider a resolution approving the terms and conditions of the professional service agreement with Touchstone Golf LLC for management of the Country View Golf Course.**

City Manager Mauldin-Jones shared significant improvements are being made and the presented request to approve a 3-year management agreement extension with Touchstone Golf, LLC. The City Manager's Office will continue to oversee the agreement and course operation.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 7. The vote was cast 6 for, 0 against [Morris absent].

8. **Discuss and consider a resolution ratifying the terms and conditions of an incentive grant by and between DSV Real Estate Dallas, Inc. and the Lancaster Economic Development Corporation (LEDC) authorizing an Economic Development Performance Agreement and providing an effective date.**

City Manager Mauldin-Jones shared that DSV Real Estate Dallas, Inc. (DSV) has entered into an agreement to purchase approximately 55.627 acres on the west side of Dallas Avenue north of Telephone Road to construct a facility totaling approximately one million (1,000,000) square feet for operations as a regional office and distribution facility. The business will employ 450 full-time workers within the first five years of operations. 200 workers will receive an average wage of \$29,900. 250 workers will receive an average wage of \$76,000. The total incentive cost will not exceed \$175,000 over three years and is within the LEDC incentive fund.

MOTION: Councilmember Jaglowski made a motion, seconded by Mayor Pro Tem Hill to approve item 8. The vote was cast 6 for, 0 against [Morris absent].

9. **Discuss and consider a resolution approving a Chapter 380 Agreement by and between the City of Lancaster, Texas, and DSV Real Estate Dallas, Inc., and authorizing the City Manager to execute the Agreement.**

City Manager Mauldin-Jones presented the companion item to item 8 that offers rebates that are in compliance with the City Incentive Policy.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 9. The vote was cast 6 for, 0 against [Morris absent].

10. **Discuss and consider a resolution authorizing the Mayor to sign a ballot casting the City's vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.**

City Manager Mauldin-Jones shared on December 9, 2019, Council approved a resolution authorizing the Mayor to sign a ballot casting the City's vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District. The election process requires a runoff because there was no one candidate receiving 16 votes (the majority of the 30 votes eligible).

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 10. The vote was cast 6 for, 0 against [Morris absent].

11. Consider confirmation of Civil Service Commission appointment as designated by the City Manager.

City Manager Mauldin-Jones shared that there are currently no vacancies on the Civil Service Commission. Commission Chair Audley Logan has a term that expired in 2019. He has submitted his application seeking to be re-appointed to the Civil Service Commission. The City Manager respectfully requests the re-appointment of Audley Logan, to the Civil Service Commission.

MOTION: Mayor Pro Tem Hill made a motion, seconded by Councilmember Strain-Burk to approve item 11. The vote was cast 6 for, 0 against [Morris absent].

12. Consider a resolution approving the terms and conditions of an agreement with American Signal Corporation for the replacement, maintenance and/or repair of the Outdoor Warning System.

Executive Session:

- **City Council shall convene into closed executive session pursuant to:**
 - **Section §551.071(2) of the Texas Government Code to seek legal advice from the City Attorney concerning American Signal Corporation.**

The City Council recessed for Executive Session at 7:33 p.m. and reconvened into open session at 7:52 p.m.

City Manager Mauldin-Jones shared recommendation for upgrade of outdoor warning system with a fiscal impact of \$289,078.27.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 12. The vote was cast 6 for, 0 against [Morris absent].

13. Discuss and consider confirmation of appointments to the City of Lancaster Historic Landmark Preservation Committee (HLPC).

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to table item 13. The vote was cast 6 for, 0 against [Morris absent].

14. Discuss and consider a resolution approving the City of Lancaster Public Improvement District (PID) Advisory Board Appointments.

City Manager Mauldin-Jones shared that as prescribed by Chapter 372 of the Texas Local Government Code and the PID policy, the Lancaster City Council will appoint all PID Advisory board members.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 14 with Exhibit A. The vote was cast 6 for, 0 against [Morris absent].

15. Discuss and consider annual appointments to City of Lancaster Boards and Commissions.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to table item 15. The vote was cast 6 for, 0 against [Morris absent].

16. Consider confirmation of nominations made by the Mayor for appointments to the City of Lancaster's Zoning Board of Adjustment.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Jaglowski to table item 16. The vote was cast 6 for, 0 against [Morris absent].

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to adjourn. The vote was cast 6 for, 0 against [Morris absent].

The meeting was adjourned at 8:01 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

LANCASTER CITY COUNCIL

City Council Regular Meeting

2.

Meeting Date: 01/27/2020

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

Goal(s): Financially Sound City Government
Professional and Committed City Workforce

Submitted by: Jermaine Sapp, Director of Equipment & Facility Services

Agenda Caption:

Consider a resolution authorizing additional funds for the remount conversion of a Type 1 Horton Ambulance Medical Box on a 2018 Dodge 4500 Regular Cab Chassis by Professional Ambulance Sales and Service, LLC in an amount not to exceed thirty-one thousand one hundred and six dollars (\$31,106.00).

Background:

At the August 5, 2019, Special Work Session, Council received a presentation regarding the FY 2018/2019 Equipment Replacement Plan.

At the October 14, 2019, City Council Meeting, Council approved a resolution authorizing the remount conversion of a Type 1 Horton Ambulance Medical Box on a 2018 Dodge 4500 Regular Cab Chassis by Professional Ambulance in an amount not to exceed seventy-four thousand nine hundred twenty-six dollars (\$74,926.00).

During the conversion, it was noted that additional safety features need to be added for the conversion, to include lighting and a new harness system for the seating area. The safety considerations prompted the request for additional funding.

Operational Considerations:

Approval of this purchase will improve efficiencies and operations in the fire department. With the conversion purchase the City will have a new ambulance in service within the next 90-120 days in comparison to a 9-12 month build.

Legal Considerations:

The resolution has been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The additional funds required are available within the Equipment Replacement Fund as cost savings were received with the purchase of the chassis

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution
Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS AUTHORIZING THE PURCHASE OF ONE (1) TYPE I HORTON AMBULANCE REMOUNT (CONVERSION) FOR A 2018 DODGE 4500 IN AN AMOUNT NOT TO EXCEED THIRTY-ONE THOUSAND ONE HUNDRED SIX DOLLARS (\$31,106.00).

WHEREAS, the City of Lancaster, Texas desires to authorize the purchase of one (1) Type I Horton Ambulance Remount (conversion) for a 2018 Dodge 4500.

WHEREAS, the City of Lancaster desires to enter into an agreement with Professional Ambulance for the remount/conversion services:

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

SECTION 1. The City Council hereby authorizes, approves and accepts the purchase of one (1) Type I Horton Ambulance Remount (Conversion) by Professional Ambulance in an amount not to exceed thirty-one thousand one hundred six dollars (\$31,106.00) as set forth in the attached herein as Exhibit "A"; and

SECTION 2. The City Manager or her designee of the City of Lancaster, Texas is hereby authorized to issue an appropriate purchase order in conformity herewith.

SECTION 3. Any prior Resolution of the Lancaster City Council in conflict with the provisions contained in this Resolution is hereby repealed and revoked.

SECTION 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. This Resolution shall become effective immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of January, 2020.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

Professional Ambulance Sales and Service, LLC

309 FM 3381

Comanche, TX 76442 US

accounting@proambulance.net

INVOICE

BILL TO

CITY OF LANCASTER / FIRE

DEPT

631 E. 3rd ST.

LANCASTER, TX 75146

INVOICE # 2806

DATE 01/17/2020

DUE DATE 02/16/2020

TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Sales	1	31,106.00	31,106.00
ADDITIONS TO 2018 DODGE 4500 TYPE I AMBULANCE REMOUNT VIN #3C7WRKBL3JG218761 - SEE NOTE BELOW			

THIS INVOICE REFLECTS THE DIFFERENCE IN PRICE FROM AN ORIGINAL QUOTE FOR A LANCASTER FIRE DEPARTMENT REMOUNT. SAFETY UPGRADES FOR THIS REMOUNT INCLUDE UPGRADED M-SERIES LIGHTING, NEW PAINT SCHEME & GRAPHICS TO MATCH CURRENT FLEET DESIGN, & CREW SAFETY 6-POINT HARNESS SYSTEMS IN ALL SEATING AREAS. (T.H.)

BALANCE DUE

\$31,106.00

LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 01/27/2020

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community
Sound Infrastructure
Professional and Committed City Workforce

Submitted by: Jermaine Sapp, Director Equipment & Facilities

Agenda Caption:

Consider a resolution authorizing the continuance of a professional services agreement with Johnson Controls, Incorporated for the maintenance and repair of the Heating Ventilation and Air Conditioning (HVAC) units within City Facilities in an amount not to exceed one hundred twenty-two thousand two hundred seventy-two dollars and forty-six cents (\$122,272.46).

Background:

The City owns, utilizes and maintains seventeen (17) facilities with heating, ventilation and air conditioning units. Johnson Controls, Inc. provides routine and preventive maintenance to the HVAC equipment. This is a request for a full one-year maintenance agreement extension, excluding the complete unit replacement. These buildings include: Ames Pump Station, Lancaster Regional Airport, The Lancaster Animal Shelter, City Hall, Community House, Municipal Court, Fire Station #2, Fire Station #3, Country View Golf Course, Veterans Memorial Library, Public Safety Building/Fire Station #1, James Williams Pump Station, Recreation Center, Senior Life Center, Fleet Service Center, and the State Auxiliary Museum and Visitors Center.

Operational Considerations:

This routine and preventative maintenance agreement includes full service maintenance including refrigerant excluding complete replacement. It also includes filter replacement, labor and trip fees.

Legal Considerations:

The City Attorney has reviewed and approved the resolution and agreement as to form.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

Funding is included in the FY 19/20 operating budget and will not exceed one hundred twenty-two thousand two hundred seventy-two dollars and forty-six cents (\$122,272.46).

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution
Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT WITH JOHNSON CONTROLS, INCORPORATED FOR PREVENTATIVE MAINTENANCE AND REPAIRS TO THE HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS (HVAC) FOR CITY FACILITIES AS IDENTIFIED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-TWO THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS AND FORTY-SIX CENTS (\$122,272.46). AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Lancaster desires a professional services agreement with Johnson Controls, Incorporated for Heating Ventilation and Air Conditioning preventative maintenance and services.

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

SECTION 1. That the City Council hereby authorize a contract for professional services agreement with Johnson Controls, Incorporated for the replacement of aging HVAC (Heating, Ventilation and Air Conditioning) and various repairs for seventeen city buildings in an amount not to exceed one hundred twenty-two thousand two hundred seventy-two dollars and forty-six cents (\$122,272.46) and authorize the City Manager to execute the Agreement, which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the agreement insubstantial compliance as depicted in Exhibit "A".

SECTION 5. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of January, 2020.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

CITY OF LANCASTER, TEXAS GENERAL TERMS AND CONDITIONS

1. **THESE TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF LANCASTER (CITY); TAKING EXCEPTION TO THESE TERMS MAY DEEM A RESPONSE AS NON-RESPONSIVE.**
2. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City, unless agreed upon in writing through a proposal process.
3. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any specifications issued by the City in conjunction with this purchase, the specifications shall supersede these terms and conditions to the extent of the conflict.
4. **AUTHORIZATION:** The City of Lancaster will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
5. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids or proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
6. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By acceptance of this order, in addition to the guarantees and warranties provided by law, Contractor expressly guarantees and warrants as follows:

FOR TANGIBLE GOODS:

- A. that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the Contractor will bear the cost of inspecting and/or testing articles rejected.
- B. that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the Contractor will, at Contractor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
- C. that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
- D. that nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.

FOR PROFESSIONAL OR OTHER SERVICES:

- E. that the services to be performed hereunder will be in full conformity with: (i) professional standards applicable to the services rendered (such as engineering, legal, medical, or accounting services), or (ii) for services rendered other than professional services) to such generally accepted industry standards as are applicable to the services rendered and work done; and that this warranty shall survive acceptance of the services (and any associated deliverables) any payment for the services.
7. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City.
8. **PRICE ESCALATION:** Price escalations may be permitted by the City of Lancaster during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the Contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Lancaster reserves the right to accept or reject any/all price escalations.
9. **PRICE REDUCTION:** If during the life of the contract, the Contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Lancaster's contracted prices, an equitable adjustment shall be made in the contract price.
10. **TAXES:** The City of Lancaster is exempt from federal manufacturer's excise and state sales and use tax. Tax exemption certificates will be executed by the City and furnished upon request.
11. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

CITY OF LANCASTER, TEXAS
GENERAL TERMS AND CONDITIONS

12. **F.O.B./DAMAGE:** All orders shall be F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Lancaster assumes no liability for goods delivered in damaged or unacceptable condition. The Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage. In instances where City discovers concealed damage to property and such property will require shipment back to Contractor, Contractor shall be solely responsible for shipping fees.
13. **DELIVERY TIMES & INSTALLATION:** Deliveries will be acceptable only during normal working hours at the designated location. Regarding installation services, the Contractor shall be responsible to remove from City property and dispose of all waste and packaging material in a lawful manner.
14. **DELIVERY PROMISE – PENALTIES:** Default in promised delivery without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods/services elsewhere, and charge any increase in cost and handling to the defaulting Contractor.
15. **INSPECTION, REJECTION, AND EXCESS SHIPMENT:** In addition to other rights provided by law, the City reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The City may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at vendor's risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
16. **INVOICES:** Invoices must be submitted by the Contractor to the City of Lancaster, Accounts Payable by emailing your invoice to Accounts-payable@lancaster-tx.com]. The City Purchase Order number **must** appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
17. **PAYMENT TERMS:** Payment terms are pursuant to the Texas Prompt Payment Act unless otherwise specified by the City. Upon receipt of a properly executed invoice from the vendor payment will be processed for items or services delivered.
18. **PATENT RIGHTS:** The Contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **FUNDING:** The Contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Lancaster, which fiscal year ends on September 30th of each year, shall be subject to Lancaster City Council approval. In the event that the Lancaster City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
20. **ASSIGNMENT:** Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned without the prior written consent of City, and that no part or feature of the work will be assigned to anyone objectionable to City. Contractor further agrees that subcontracting any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. Failure to obtain City's written consent prior to assignment of this Contract as set forth herein, may result in termination of this Contract at the City's discretion, without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract. If the City elects to terminate this Contract, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.
21. **AUDIT:** The City of Lancaster reserves the right to audit the records and performance of Contractor during the contract and for three years thereafter.
22. **INSURANCE:** The City requires Contractor to carry the minimum insurance as required by state laws and insurance requirements outlined in the bid/proposal documents.
23. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Lancaster.
24. **INDEMNIFICATION:** Contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the Contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the

CITY OF LANCASTER, TEXAS GENERAL TERMS AND CONDITIONS

Contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate Contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If Contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and Contractor shall be liable for all costs incurred by City.

In addition to Contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in Contractor's opinion is likely to occur, Contractor shall, at its expense: (a) procure for City the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant City a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by Contractor to City whether manufactured by Contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by Contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the Contractor.

25. **TERMINATION:** City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City. If the City elects to terminate this Agreement, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.
26. **TERMINATION FOR DEFAULT:** The City of Lancaster reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another Contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting Contractor.
27. **REMEDIES:** The Contractor and the City of Lancaster agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
28. **VENUE:** This agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Dallas County, Texas. Exclusive venue shall be in Dallas County, Texas.
29. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE:** Contractor acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service....."
30. **DELINQUENT TAXES:** Payment to a Contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the Contractor owes delinquent taxes to the City.
31. **WORKFORCE:**
 - A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
 - B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope

CITY OF LANCASTER, TEXAS GENERAL TERMS AND CONDITIONS

of delivering goods or services under a City of Lancaster contract on the City's property;

- i. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and must not employ such worker again on Contract services without the City's prior written consent.

D. The immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The Contractor warrants that Contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that Contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

32. STATUTORY CONTRACTING REQUIREMENTS:

A. As required by Texas Government Code Section 2270.002, the Contractor certifies the following:

- i. The Contractor does not boycott Israel;
- ii. The Contractor will not boycott Israel during the term of the contract.

B. As required by Texas Government Code Section 2252.152, the Contractor certifies the following:

- i. The Contractor is not on the Texas State Comptroller's list of companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

Planned Service Proposal



CUSTOMER

CITY OF LANCASTER – 2020
PLANNED SERVICE AGREEMENT

LOCAL JOHNSON CONTROLS OFFICE

3021 W BEND DR
IRVING, TX 750633116

AGREEMENT START DATE:

01/01/2020

PROPOSAL DATE:

12/6/2019 (revised 01/10/2020)

ESTIMATE NO:

1-149XELAA



Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



Executive Summary

PLANNED SERVICE PROPOSAL FOR: CITY OF LANCASTER

Dear Jermaine,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 01/01/2020 and ending 12/31/2020.
- The agreement price for first year is \$122,272.46.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Tom Recker
Account Executive
Johnson Controls, Inc.
3021 West Bend Drive
Irving, TX 75063
(866) 656-9681 (24 hour service hotline)
214-543-6546 (Tom – cell)

Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify Energy Savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce Future Repair Costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend Asset Life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure Productive Environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote Environmental Health and Safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.



Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Boiler Tube Brushing

Boiler heat transfer surfaces must be kept clean to provide for safe and economical boiler operation. During boiler operation deposits such as soot and scale can accumulate on boiler tubes, causing a loss in efficiency due to reduced heat transfer. This includes capacity reduction and high draft losses. Corrosive elements are often present in the scale, increasing the probability of tube failure. Extreme cases of boiler tube blockage can also create a safety or fire hazard. Johnson Controls technicians will brush the tubes, cleaning these surfaces. This improves heat transfer, optimizes efficiency, and reduces potential corrosion and safety issues. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Chiller Shutdown (Air Cooled)

Preparing an operating unit for seasonal shutdown ensures smooth start-up when the unit is returned to operation and helps prevent damage during the downtime. Johnson Controls technicians will check for water left in heat exchangers that can freeze, damaging tubes. Contaminants in the water may also cause corrosion. They will also look for refrigerant leaks to prevent loss of refrigerant and initiate pump down cycles to properly store refrigerant within the unit. Where appropriate, steps may also be taken to protect critical components from the elements.

Chiller Tube Brushing

Dirt, minerals (scale), and/or biological elements (algae) on chiller tubes prevent the efficient transfer of heat from the chilled water to the cool refrigerant. This requires operation of the chiller unit at lower evaporator (chiller) temperatures to accomplish the same level or capacity of cooling to satisfy building load. Johnson Controls technicians will brush the tubes to improve heat transfer and system efficiency. When required, they will make recommendations for hard mineral (scale) removal. This service does not include chemical treatment required to control or eliminate biohazards such as Legionella unless chemical water treatment services have been added as a separate option.

Evaporator Coil Cleaning

Dirty evaporator coils impair heat transfer from the circulated air to the cooling medium. This reduces the efficiency of the unit. Extremely dirty coils may impede the airflow across the coil and out into the building, which can cause occupant discomfort and complaints. Johnson Controls technicians will clean these coils, improving efficiency and occupant comfort.

Filter Replacement

Clean air filters help maintain proper airflow throughout your building. Decreased airflow can impair the performance of the cooling coil and may lead to occupant discomfort and inefficient operation of the HVAC system. Johnson Controls will replace the filters on a regular basis to maintain airflow and maximize air quality.

Oil Analysis

By examining the oil, we can determine what part of the chiller is experiencing the most significant and harmful wear. Johnson Controls has been collecting data to statistically derive acceptable limits. We can also determine if there is a breakdown in the oil or if contaminants are affecting chiller operation.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

Planned Service Agreement

Customer Name : CITY OF LANCASTER
Address: LANCASTER, TX 75146-2569
Proposal Date: 12/06/2019
Estimate #: 1-149XELAA

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 01/01/2020 and will continue until 12/31/2020 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least (90) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$122,272.46. This amount will be paid to JCI in Monthly installments. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

CITY OF LANCASTER
P O BOX 940
LANCASTER,TX 75146

☐ In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Tom Recker

Signature: *Tom Recker*

Date: 12/6/2019

Revised:

1/20/2020

Title: Account Manager

Signature: *[Signature]*

Title: *AGM*

Date: *01/13/2020*

CITY OF LANCASTER

By: Opal Mauldin-Jones

Signature: _____

Title: City Manager

Date: _____

Customer PO#: _____

JCI Branch:JOHNSON CNTRL DALLAS FORT WORTH IRVING CB - 0N81

Address:3021 W BEND DR

IRVING,TX 750633116

Branch Phone:(866) 656-9681

Branch Email: _____

Schedule A - Equipment List

CITY OF LANCASTER COMMUNITY HOUSE

**100 N HENRY ST
 LANCASTER, TX 75146-2572**

Split System, Cooling with Gas Heat, <7.5 Tons

Quantity: 2

Coverage Level: Premium

Services Provided

- 1 Belt Change
- 1 Condenser Coil Cleaning
- 1 Cooling Comprehensive
- 1 Gas Heating Comprehensive
- 2 Operational (Mid Season - Cooling/Heating)
- 4 Return Air Filter Change

CITY OF LANCASTER SENIOR LIFE CENTER

**240 VETERANS MEMORIAL PKWY
 LANCASTER, TX 75134-3317**

Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons

Quantity: 10

Coverage Level: Premium

Services Provided

- 1 Belt Change
- 1 Condenser Coil Cleaning
- 1 Cooling Comprehensive (with Economizer)
- 1 Electric Heating Comprehensive (with Economizer)
- 2 Operational (Mid Season - Cooling/Heating with Economizer)
- 4 Return Air Filter Change

CITY OF LANCASTER VISITOR'S CENTER

**103 N DALLAS AVE
 LANCASTER, TX 75146-2411**

Split System, Cooling with Gas Heat, <7.5 Tons

Quantity: 4

Coverage Level: Premium

Services Provided

- 1 Belt Change
- 1 Condenser Coil Cleaning
- 1 Cooling Comprehensive
- 1 Gas Heating Comprehensive
- 2 Operational (Mid Season - Cooling/Heating)
- 4 Return Air Filter Change

CITY OF LANCASTER FIRE STATION 2	3132 N HOUSTON SCHOOL RD LANCASTER, TX 75134-1602
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Split System, Cooling with Gas Heat, <7.5 Tons

Quantity: 2	Services Provided
Coverage Level: Premium	1 Belt Change
	1 Condenser Coil Cleaning
	1 Cooling Comprehensive
	1 Gas Heating Comprehensive
	2 Operational (Mid Season - Cooling/Heating)
	4 Return Air Filter Change

CITY OF LANCASTER AIRPORT	730 FERRIS RD STE 102 LANCASTER, TX 75146-5576
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Split System, Cooling with Electric Heat, <7.5 Tons

Quantity: 14	Services Provided
Coverage Level: Premium	1 Belt Change
	1 Condenser Coil Cleaning
	1 Cooling Comprehensive
	1 Electric Heating Comprehensive
	2 Operational (Mid Season - Cooling/Heating)
	4 Return Air Filter Change

Heat Pump, Air Cooled, 0-5 Tons

Quantity: 1	Services Provided
Coverage Level: Basic	1 Condenser Coil Cleaning
	1 Cooling Comprehensive
	1 Heating Comprehensive
	2 Operational (Mid Season)
	1 Return Air Filter Change

CITY OF LANCASTER FIRE STATION 3	1960 W BELT LINE RD LANCASTER, TX 75146-2015
-----------------------------------------	---------------------------------------------------------

Split System, Cooling with Gas Heat, <7.5 Tons

Quantity: 2	Services Provided
Coverage Level: Premium	1 Belt Change
	1 Condenser Coil Cleaning
	1 Cooling Comprehensive
	1 Gas Heating Comprehensive
	2 Operational (Mid Season - Cooling/Heating)
	4 Return Air Filter Change

CITY OF LANCASTER MUNICIPAL COURT	220 W MAIN ST LANCASTER, TX 75146-3116
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Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons

Quantity: 4	Services Provided
Coverage Level: Premium	1 Belt Change
	1 Condenser Coil Cleaning
	1 Cooling Comprehensive (without Economizer)
	1 Electric Heating Comprehensive (without Economizer)
	2 Operational (Mid Season - Cooling/Heating without Economizer)
	4 Return Air Filter Change

CITY OF LANCASTER RECREATION CENTER		1700 VETERANS MEMORIAL PKWY LANCASTER, TX 75134-3316	
Packaged, Commercial, Self Contained, 60-80 Tons			
Quantity: 1		Services Provided	
Coverage Level: Premium		3	Operational
		1	Belt Change
		1	Comprehensive
		1	Condenser Tube Brushing
		4	Return Air Filter Change
Air Handling Unit (AHU), 100% Outside Air, <15 HP			
Quantity: 5		Services Provided	
Coverage Level: Premium		3	Operational
		1	Belt Change
		1	Comprehensive
		1	Evaporator Coil Cleaning
		4	Standard Pleated Filter Change
Boiler, Gas-Fired, High Efficiency, > 10 HP			
Quantity: 2		Services Provided	
Coverage Level: Premium		3	Operational
		1	Comprehensive
		1	Fireside Cleaning (gaskets not included)
		1	Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included)
Pump, Hot Water, 0-10 HP			
Quantity: 2		Services Provided	
Coverage Level: Premium		3	Operational
		1	Comprehensive
Pump, Chilled Water, 0-10 HP			
Quantity: 2		Services Provided	
Coverage Level: Premium		3	Operational
		1	Comprehensive
Chiller, Air Cooled, Screw, 150-250 Tons			
Quantity: 1		Services Provided	
Coverage Level: Premium		3	Operational
		1	Comprehensive
		1	Condenser Coil Cleaning (with louvers)
		1	Oil Analysis (2 Circuits)
		1	Seasonal Shut-down
		1	Seasonal Start-up

CITY OF LANCASTER LIBRARY	1600 VETERANS MEMORIAL PKWY LANCASTER, TX 75134-3300
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Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, <8 Tons

Quantity: 2	Services Provided
Coverage Level: Premium	1 Belt Change
	1 Condenser Coil Cleaning
	1 Cooling Comprehensive (with Economizer)
	1 Gas Heating Comprehensive (with Economizer)
	2 Operational (Mid Season - Cooling/Heating with Economizer)
	4 Return Air Filter Change

Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons

Quantity: 5	Services Provided
Coverage Level: Premium	1 Belt Change
	1 Condenser Coil Cleaning
	1 Cooling Comprehensive (with Economizer)
	1 Gas Heating Comprehensive (with Economizer)
	2 Operational (Mid Season - Cooling/Heating with Economizer)
	4 Return Air Filter Change

Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 15.5-25 Tons

Quantity: 1	Services Provided
Coverage Level: Premium	1 Belt Change
	1 Condenser Coil Cleaning
	1 Cooling Comprehensive (with Economizer)
	1 Gas Heating Comprehensive (with Economizer)
	2 Operational (Mid Season - Cooling/Heating with Economizer)
	4 Return Air Filter Change

Split System, Cooling Only, <7.5 Tons

Quantity: 1	Services Provided
Coverage Level: Premium	1 Belt Change
	1 Condenser Coil Cleaning
	1 Cooling Comprehensive
	3 Operational (Mid Season - Cooling Only)
	4 Return Air Filter Change

CITY OF LANCASTER COUNTRY VIEW GOLF COURSE	240 W BELT LINE RD LANCASTER, TX 75146-3609
--------------------------------------------	------------------------------------------------

Split System, Cooling with Electric Heat, <7.5 Tons

Quantity: 3	Services Provided
Coverage Level: Premium	1 Belt Change
	1 Condenser Coil Cleaning
	1 Cooling Comprehensive
	1 Electric Heating Comprehensive
	2 Operational (Mid Season - Cooling/Heating)
	4 Return Air Filter Change

Split System, Cooling with Gas Heat, <7.5 Tons

Quantity: 2	Services Provided
Coverage Level: Premium	1 Belt Change
	1 Condenser Coil Cleaning
	1 Cooling Comprehensive
	1 Gas Heating Comprehensive
	2 Operational (Mid Season - Cooling/Heating)
	4 Return Air Filter Change

JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR CITY OF LANCASTER CITY HALL

CITY OF LANCASTER SERVICE CENTER	700 E MAIN ST LANCASTER, TX 75146-3267
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Split System, Cooling with Gas Heat, <7.5 Tons

Quantity: 3	Services Provided
Coverage Level: Premium	1 Belt Change
	1 Condenser Coil Cleaning
	1 Cooling Comprehensive
	1 Gas Heating Comprehensive
	2 Operational (Mid Season - Cooling/Heating)
	4 Return Air Filter Change

Air Handling Unit (AHU), Make-Up Air Unit (MAU), <15 HP

Quantity: 1	Services Provided
Coverage Level: Basic	3 Operational
	1 Belt Change
	1 Comprehensive
	4 Standard Filter Change

Furnace, All

Quantity: 2	Services Provided
Coverage Level: Basic	3 Operational
	1 Comprehensive

Roof Top Unit (RTU), Cooling/Gas Heating, without Economizer, <8 Tons

Quantity: 2	Services Provided
Coverage Level: Basic	1 Condenser Coil Cleaning
	1 Cooling Comprehensive (without Economizer)
	1 Gas Heating Comprehensive (without Economizer)
	2 Operational (Mid Season - Cooling/Heating without Economizer)
	4 Return Air Filter Change

Split System, Cooling Only, <7.5 Tons

Quantity: 1	Services Provided
Coverage Level: Basic	1 Cooling Comprehensive
	3 Operational (Mid Season - Cooling Only)

CITY OF LANCASTER ANIMAL SHELTER	690 E MAIN ST LANCASTER, TX 75146-0000
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Split System, Cooling with Gas Heat

Quantity: 2

Coverage Level: Premium

Services Provided

- | | |
|---|--------------------------------------------|
| 1 | Belt Change |
| 1 | Condenser Coil Cleaning |
| 1 | Cooling Comprehensive |
| 1 | Gas Heating Comprehensive |
| 2 | Operational (Mid Season - Cooling/Heating) |
| 4 | Return Air Filter Change |

CITY OF LANCASTER JAMES WILLIAMS PUMP STATION	1999 N JEFFERSON ST LANCASTER, TX 75134-3432
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Split System, Cooling with Gas Heat, 7.5-15 Tons

Quantity: 1

Coverage Level: Premium

Services Provided

- | | |
|---|--------------------------------------------|
| 1 | Belt Change |
| 1 | Condenser Coil Cleaning |
| 1 | Cooling Comprehensive |
| 1 | Gas Heating Comprehensive |
| 2 | Operational (Mid Season - Cooling/Heating) |
| 1 | Return Air Filter Change |

CITY OF LANCASTER CITY HALL	211 N HENRY ST LANCASTER, TX 75146-2569
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Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, 8-15 Tons

Quantity: 5

Coverage Level: Premium

Services Provided

- | | |
|---|---------------------------------------------------------------|
| 1 | Belt Change |
| 1 | Condenser Coil Cleaning |
| 1 | Cooling Comprehensive (without Economizer) |
| 1 | Electric Heating Comprehensive (without Economizer) |
| 2 | Operational (Mid Season - Cooling/Heating without Economizer) |
| 4 | Return Air Filter Change |

CITY OF LANCASTER PUBLIC SAFETY		1650 N DALLAS AVE LANCASTER, TX 75134-3243	
Split System, Cooling Only, <7.5 Tons			
Quantity: 2		Services Provided	
Coverage Level: Premium		1 Belt Change	
		1 Condenser Coil Cleaning	
		1 Cooling Comprehensive	
		3 Operational (Mid Season - Cooling Only)	
		4 Return Air Filter Change	
Air Handling Unit (AHU), 100% Outside Air, <15 HP			
Quantity: 4		Services Provided	
Coverage Level: Premium		3 Operational	
		1 Belt Change	
		1 Comprehensive	
		1 Evaporator Coil Cleaning	
		4 Standard Pleated Filter Change	
Chiller, Air Cooled, Screw, 150-250 Tons			
Quantity: 1		Services Provided	
Coverage Level: Premium		3 Operational	
		1 Comprehensive	
		1 Condenser Coil Cleaning (with louvers)	
		2 Oil Analysis (2 Circuits)	
		1 Seasonal Shut-down	
		1 Seasonal Start-up	
Pump, Chilled Water, 0-10 HP			
Quantity: 2		Services Provided	
Coverage Level: Premium		3 Operational	
		1 Comprehensive	
Computer Room Unit, with Water Cooled Condenser, 5-12.5 Tons			
Quantity: 1		Services Provided	
Coverage Level: Premium		3 Operational	
		1 Comprehensive	
		4 Standard Pleated Filter Change	
Filters, Bag, Small - Annual			
Quantity: 60		Services Provided	
Coverage Level: Premium		1 Operational	

CITY OF LANCASTER AMES PUMP STATION	3624 AMES RD LANCASTER, TX 75134-1922
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Computer Room Unit, with Water Cooled Condenser, 5-12.5 Tons

Quantity: 2	Services Provided
Coverage Level: Premium	3 Operational
	1 Comprehensive
	4 Standard Pleated Filter Change

Computer Room Unit, with Water Cooled Condenser, <5 Tons

Quantity: 1	Services Provided
Coverage Level: Premium	3 Operational
	1 Comprehensive
	4 Standard Pleated Filter Change

Equipment Tasking (as applicable per location)

General Safety Requirements

All work must be performed in accordance with Johnson Controls safety policies
Use appropriate eye protection in work environment
Use appropriate head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for fall protection while performing work
Use and follow the JCI ladder safety processes while performing work
Use and follow the JCI lock-out tag-out on all electrical machinery
Use appropriate arc/flash personal protective equipment on voltages over 240 volts
Use and follow the JCI Ground Fault Circuit Interrupter safety process while working with electrical tool and equipment
Use and follow the JCI safety policy for working with CFC, HCFC and HRC refrigerants
Use and follow the JCI process for handling and working with used oil

Air Handling Unit (AHU), 100% Outside Air

Belt Change	<p>Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative</p>
Comprehensive	<p>Check with appropriate customer representative for operational deficiencies Visually inspect damper(s) Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check for unusual noise and vibration Check for deterioration of gaskets and seals Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Check starter/contactors Check and tighten electrical connections Check damper operation and lubricate as required Visually check control valve(s) Lubricate blower and motor bearings Clean condensate pan and clear drain line Check condition of blower assembly Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative</p>
Evaporator Coil Cleaning	<p>Check with appropriate customer representative for operational deficiencies Clean condensate drain (if necessary) Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative</p>
Operational	<p>Check with appropriate customer representative for operational deficiencies Inspect motor mounting isolators Check for integrity of cabinet hardware Visually inspect damper(s) Verify damper operation</p>

- Check condition of pulleys and belts
- Check for proper fan operation
- Check condition of coils
- Check condition of filters
- Record temperatures and pressures (if applicable)
- Check condensate drain
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Visually inspect for fluid leaks of coils and connecting piping
- Document tasks performed during visit and report any observations to appropriate customer representative

Standard Pleated Filter Change	<ul style="list-style-type: none"> Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
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Air Handling Unit (AHU), Make-Up Air Unit (MAU)

Belt Change	<ul style="list-style-type: none"> Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Comprehensive	<ul style="list-style-type: none"> Check with appropriate customer representative for operational deficiencies Visually inspect damper(s) Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check for unusual noise and vibration Check for deterioration of gaskets and seals Check overall condition of unit Visually inspect for fluid leaks of coils and connecting piping Check starter/contactors Check and tighten electrical connections Check damper operation and lubricate as required Visually check control valve(s) Lubricate blower and motor bearings Clean condensate pan and clear drain line Check condition of blower assembly Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Operational	<ul style="list-style-type: none"> Check with appropriate customer representative for operational deficiencies Inspect motor mounting isolators Check for integrity of cabinet hardware Visually inspect damper(s) Verify damper operation Check condition of pulleys and belts Check for proper fan operation Check condition of coils Check condition of filters Record temperatures and pressures (if applicable) Check condensate drain
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Visually inspect electrical connections
Check for unusual noise and vibration
Check overall condition of unit
Visually inspect for fluid leaks of coils and connecting piping
Document tasks performed during visit and report any observations to appropriate customer representative

Standard Filter Change

Check with appropriate customer representative for operational deficiencies
Turn equipment off
Remove dirty filters
Install new filters
Turn equipment on
Dispose of dirty filter appropriately
Document tasks performed during visit and report any observations to appropriate customer representative

Boiler, Gas-Fired, High Efficiency, >10 HP

Comprehensive

Check with appropriate customer representative for operational deficiencies
Inspect burner contactors for wear
Check and tighten electrical connections
Check for proper gas supply pressure
Check and clean pilot assembly
Clean combustion fan wheel
Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
Check burner for proper sequence of operation
Check operating controls
Check all safety controls
Inspect condensate piping , trap and drain
Lift relief valve to ensure proper operation
Check boiler relief valves for leakage
Check combustion blower motor operation and lubricate as needed
Check factory supplied gas piping and components for leakage
Drain boiler, open hand hole covers and clean as needed (if applicable)
Disassemble and clean low water cut-out
Fill boiler and check for proper operation of make-up water valve
Verify proper operation of low water cut-out control
Check overall condition of unit
Record and log all operating parameters (including pressures and temperatures)
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

**Fireside Cleaning
(gaskets not included)**

Check with appropriate customer representative for operational deficiencies
Remove access panels
Brush fireside surfaces
Reinstall access panels
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

**Government/Local
Jurisdiction Inspect
(performed during
fireside cleaning -
gaskets not included)**

Check with appropriate customer representative for operational deficiencies
Lock and tag out unit
Isolate and drain boiler
Open covers
Conduct inspection
Replace covers
Fill system
Prepare unit for operation

Operational	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Blow down boiler</p> <p>Inspect condensate piping , trap and drain</p> <p>Check for proper operation of low and high gas pressure cut-out switches</p> <p>Check factory supplied gas piping and components for leakage</p> <p>Check burner for proper sequence of operation</p> <p>Check flame quality</p> <p>Visually inspect combustion chamber, draft diverter and flue for accumulation of soot</p> <p>Check boiler relief valves for leakage</p> <p>Verify proper operation of low water cut-out control</p> <p>Check combustion blower motor operation</p> <p>Check hot water/steam temperature and pressure</p> <p>Check proper operation of make-up water valv</p> <p>Check overall condition of unit</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
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Chiller, Air Cooled, Screw, 150-250 Tons

Comprehensive	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Review control panel for proper operation and recorded fault histories</p> <p>Check for visual signs of refrigerant/oil leak(s)</p> <p>Conduct refrigerant leak check</p> <p>Check oil separator level</p> <p>Verify oil heater operation</p> <p>Perform lock-out and tag-out procedure</p> <p>Inspect condenser fan and compressor contactors for wear</p> <p>Check and tighten electrical connections</p> <p>Perform preventative procedures to flow proving devices</p> <p>Check for unusual noise and vibration</p> <p>Check overall condition of unit</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
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Condenser Coil Cleaning (with louvers)	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Spray coil(s) with chemical solution</p> <p>Rinse coil(s) thoroughly with water</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
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Oil Analysis (2 Circuits)	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Remove sample in approved container</p> <p>Drop off for analysis</p> <p>Label and complete paperwork indicating present operating conditions</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
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Operational	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Review control panel for proper operation and recorded fault histories</p> <p>Check for proper chilled water flow</p> <p>Check system pressures and temperatures</p> <p>Check refrigerant charge (sight glass)</p> <p>Check oil separator level</p> <p>Check for proper capacity control operation</p> <p>Check for proper oil temperature and pressure</p> <p>Check for visual signs of refrigerant/oil leak(s)</p> <p>Check for unusual noise and vibration</p> <p>Check for proper condenser fan operation</p> <p>Check overall condition of unit</p> <p>Record and log all operating parameters</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
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Seasonal Shut-down	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Verify oil heater operation</p> <p>Review control panel for proper operation and recorded fault histories</p> <p>Check refrigerant charge (sight glass)</p> <p>Check oil separator level</p> <p>Record and log all operating parameters</p> <p>Shut down chiller</p> <p>Check for visual signs of refrigerant/oil leak(s)</p> <p>Conduct refrigerant leak check</p> <p>Tag chiller out of service</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Seasonal Start-up	<p>Check with appropriate customer representative to coordinate the startup of the system</p> <p>Remove shutdown tag from unit</p> <p>Verify the chilled water valves are in their proper operating position</p> <p>Check for proper chilled water flow</p> <p>Start the chiller</p> <p>Review control panel for proper operation and recorded fault histories</p> <p>Check system pressures and temperatures</p> <p>Check refrigerant charge (sight glass)</p> <p>Check oil separator level</p> <p>Check for proper capacity control operation</p> <p>Check for proper oil temperature and pressure</p> <p>Check for visual signs of refrigerant/oil leak(s)</p> <p>Check for unusual noise and vibration</p> <p>Check overall condition of unit</p> <p>Check for proper condenser fan operation</p> <p>Record and log all operating parameters</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>

Computer Room Unit, with Water Cooled Condenser, all sizes

Comprehensive	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Check for proper humidifier operation</p> <p>Check humidifier pan for signs of debris</p> <p>Clean humidifier pan (if applicable)</p> <p>Replace humidifier canister or quartz bulbs (customer provided)</p> <p>Conduct refrigerant leak check</p> <p>Lubricate blower and motor bearings</p> <p>Check and tighten electrical connections</p> <p>Check contactor(s)</p> <p>Check operating controls</p> <p>Check water make-up valve for leaks</p> <p>Check blower motor operation</p> <p>Check condition and alignment of pulley and belts</p> <p>Check condition of evaporator coil</p> <p>Check condition of dry cooler coil (applicable)</p> <p>Check condition of filters</p> <p>Clean condensate pan and clear drain line</p> <p>Check operation of reheat function</p> <p>Visually check for glycol leaks (if applicable)</p> <p>Check for unusual noise and vibration</p> <p>Check overall condition of unit</p> <p>Record and log all operating parameters</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
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JOHNSON CONTROLS **PLANNED SERVICE PROPOSAL**
PREPARED FOR CITY OF LANCASTER CITY HALL

Operational	Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories Check for proper humidifier operation Check humidifier pan for signs of debris Check water make-up valve for leaks Check blower motor operation Check condition of pulley and belts Check dry cooler fan motors and blades (if applicable) Check the dry cooler coil for debris (if applicable) Visually check for glycol leaks (if applicable) Check condition of evaporator coil Check condition of filters Check condensate drain Check for visual signs of refrigerant/oil leak(s) Visually inspect electrical components for signs of over heating Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
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Standard Pleated Filter Change	Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
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Filters, Bag, Small - Annual

Operational	Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Complete any required maintenance checklists, report observations to appropriate customer representative
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Furnace, All

Comprehensive	Check with appropriate customer representative for operational deficiencies Cycle thermostat and check for proper operation Check fan operation Check for unusual noise or vibration Check condition and operation of electric heat coil (if applicable) Check condition of heat exchanger and flue (if applicable) Check operation of gas power vents (if applicable) Inspect, clean and test operation of gas train valves, pilot/igniter assemblies and burner (if applicable) Check gas piping for leaks (if applicable) Clean area around equipment Complete any required maintenance checklists, report observations to appropriate customer representative
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Operational	Check with appropriate customer representative for operational deficiencies Cycle thermostat and check for proper operation Check fan operation Check for unusual noise or vibration Clean area around equipment Complete any required maintenance checklists, report observations to appropriate customer representative
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Heat Pump, Air Cooled, 0-5 Tons

Condenser Coil Cleaning	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Spray coil(s) with chemical solution</p> <p>Rinse coil(s) thoroughly with water</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Cooling Comprehensive	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Review control panel for proper operation and recorded fault histories (if applicable)</p> <p>Check and tighten electrical connections</p> <p>Check contactor(s)</p> <p>Check condition of condenser coil</p> <p>Check condition of evaporator coil</p> <p>Check condenser fan motors and blades</p> <p>Check blower motor operation</p> <p>Lubricate blower and motor bearings</p> <p>Check condition and alignment of pulley and belts</p> <p>Check condition of filters</p> <p>Clean condensate pan and clear drain line</p> <p>Check for visual signs of refrigerant/oil leak(s)</p> <p>Check for unusual noise and vibration</p> <p>Record and log all operating parameters</p> <p>Check overall condition of unit</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Heating Comprehensive	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Review control panel for proper operation and recorded fault histories (if applicable)</p> <p>Check operation of heating mode</p> <p>Check and tighten electrical connections</p> <p>Check contactor(s)</p> <p>Check condition of condenser coil</p> <p>Check condition of evaporator coil</p> <p>Check condenser fan motors and blades</p> <p>Check blower motor operation</p> <p>Lubricate blower and motor bearings</p> <p>Check condition and alignment of pulley and belts</p> <p>Check condition of filters</p> <p>Check for visual signs of refrigerant/oil leak(s)</p> <p>Check for unusual noise and vibration</p> <p>Record and log all operating parameters</p> <p>Check overall condition of unit</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Operational (Mid Season)	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Review control panel for proper operation and recorded fault histories (if applicable)</p> <p>Check condition of condenser coil</p> <p>Check condition of evaporator coil</p> <p>Check condenser fan motors and blades</p> <p>Check blower motor operation</p> <p>Check condition of pulley and belts</p> <p>Check heating operation (when applicable)</p> <p>Check condition of filters</p> <p>Check condensate drain</p> <p>Check for visual signs of refrigerant/oil leak(s)</p> <p>Visually inspect electrical connections</p> <p>Check for unusual noise and vibration</p> <p>Check overall condition of unit</p> <p>Document tasks performed during visit and report any observations to appropriate</p>

customer representative

Return Air Filter Change Check with appropriate customer representative for operational deficiencies
Turn equipment off
Remove dirty filters
Install new filters
Turn equipment on
Dispose of dirty filter appropriately
Document tasks performed during visit and report any observations to appropriate customer representative

Packaged, Commercial, Self Contained, 60-80 Tons

Belt Change Check with appropriate customer representative for operational deficiencies
Perform belt change procedures
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive Check with appropriate customer representative for operational deficiencies
Check and tighten electrical connections
Check VFD operation and clean cooling fan intake (if applicable)
Check contactor(s)
Check for proper condenser water flow
Check condition of evaporator coil
Check blower motor operation
Lubricate blower and motor bearings
Check condition and alignment of pulley and belts
Check condition of filters
Clean condensate pan and clear drain line
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Record and log all operating parameters
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Condenser Tube Brushing Check with appropriate customer representative for operational deficiencies
Isolate tubes
Drain water from tubes
Remove head
Mechanically brush tubes
Replace gasket
Replace head
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational Check with appropriate customer representative for operational deficiencies
Check for proper condenser water flow
Check condition of evaporator coil
Check blower motor operation
Check condition of pulley and belts
Check condition of filters
Check condensate drain
Check for visual signs of refrigerant/oil leak(s)
Visually inspect electrical connections
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Return Air Filter Change	Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
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Pump, Chilled Water, 0-10 HP

Comprehensive	Check with appropriate customer representative for operational deficiencies Check for leaks Check coupling Lubricate pump and motor bearing(s) per manufacturer's recommendation Record and log all operating parameters Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
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Operational	Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
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Pump, Hot Water, 0-10 HP

Comprehensive	Check with appropriate customer representative for operational deficiencies Check for leaks Check coupling Lubricate pump and motor bearing(s) per manufacturer's recommendation Record and log all operating parameters Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
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Operational	Check with appropriate customer representative for operational deficiencies Check for leaks Check pressures Visually inspect coupling Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
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Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons

Belt Change	Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Condenser Coil Cleaning	Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive (with Economizer)	Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Electric Heating Comprehensive (with Economizer)	Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check blower motor operation Check condition of pulley and belts Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check heat strip operation (coordinate with customer) Check condition of filters Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid Season - Cooling/Heating with Economizer)	Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Check economizer operation Check heating operation (when applicable) Check condition of pulley and belts Check condition of filters Check condensate drain Check for visual signs of refrigerant/oil leak(s) Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative

Return Air Filter Change	Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
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Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, 8-15 Tons

Belt Change	Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Condenser Coil Cleaning	Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Cooling Comprehensive (without Economizer)	Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Electric Heating Comprehensive (without Economizer)	Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check blower motor operation Check condition of pulley and belts Check heat strip operation (coordinate with customer) Check condition of filters Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Operational (Mid Season -	Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable)
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JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR CITY OF LANCASTER CITY HALL

Cooling/Heating without Economizer)	Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Check heating operation (when applicable) Check condition of pulley and belts Check condition of filters Check condensate drain Check for visual signs of refrigerant/oil leak(s) Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
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Return Air Filter Change	Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
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Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons

Belt Change	Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Condenser Coil Cleaning	Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Cooling Comprehensive (without Economizer)	Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Electric Heating Comprehensive (without Economizer)	<ul style="list-style-type: none"> Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check blower motor operation Check condition of pulley and belts Check heat strip operation (coordinate with customer) Check condition of filters Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid Season - Cooling/Heating without Economizer)	<ul style="list-style-type: none"> Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Check heating operation (when applicable) Check condition of pulley and belts Check condition of filters Check condensate drain Check for visual signs of refrigerant/oil leak(s) Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Return Air Filter Change	<ul style="list-style-type: none"> Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative

Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 15.5-25 Tons

Belt Change	<ul style="list-style-type: none"> Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	<ul style="list-style-type: none"> Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive (with Economizer)	<ul style="list-style-type: none"> Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades

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	<ul style="list-style-type: none"> Check blower motor operation Lubricate blower and motor bearings Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check condition and alignment of pulley and belts Check condition of filters Clean condensate pan and clear drain line Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Gas Heating Comprehensive (with Economizer)	<ul style="list-style-type: none"> Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check combustion blower motor operation Check igniter and pilot operation Check condition of heat exchanger Check condition of burners and clean as required in place Check for proper venting Check for leaks on gas line (within cabinet) Check condition of pulley and belts Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check condition of filters Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid Season - Cooling/Heating with Economizer)	<ul style="list-style-type: none"> Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Check economizer operation Check heating operation (when applicable) Check condition of pulley and belts Check condition of filters Check condensate drain Check for visual signs of refrigerant/oil leak(s) Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Return Air Filter Change	<ul style="list-style-type: none"> Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative

Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons

Belt Change	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Perform belt change procedures</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Condenser Coil Cleaning	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Rinse coil(s) thoroughly with water</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Cooling Comprehensive (with Economizer)	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Review control panel for proper operation and recorded fault histories (if applicable)</p> <p>Check and tighten electrical connections</p> <p>Check VFD operation and clean cooling fan intake (if applicable)</p> <p>Check contactor(s)</p> <p>Check condition of condenser coil</p> <p>Check condition of evaporator coil</p> <p>Check condenser fan motors and blades</p> <p>Check blower motor operation</p> <p>Lubricate blower and motor bearings</p> <p>Check economizer operation</p> <p>Lubricate and adjust economizer damper linkages</p> <p>Verify proper operation of exhaust motor (if applicable)</p> <p>Check condition and alignment of pulley and belts</p> <p>Check condition of filters</p> <p>Clean condensate pan and clear drain line</p> <p>Check for visual signs of refrigerant/oil leak(s)</p> <p>Check for unusual noise and vibration</p> <p>Record and log all operating parameters</p> <p>Check overall condition of unit</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Gas Heating Comprehensive (with Economizer)	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Check and tighten electrical connections</p> <p>Check contactor(s)</p> <p>Check combustion blower motor operation</p> <p>Check igniter and pilot operation</p> <p>Check condition of heat exchanger</p> <p>Check condition of burners and clean as required in place</p> <p>Check for proper venting</p> <p>Check for leaks on gas line (within cabinet)</p> <p>Check condition of pulley and belts</p> <p>Check economizer operation</p> <p>Lubricate and adjust economizer damper linkages</p> <p>Verify proper operation of exhaust motor (if applicable)</p> <p>Check condition of filters</p> <p>Check for unusual noise and vibration</p> <p>Check overall condition of unit</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Operational (Mid Season - Cooling/Heating with Economizer)	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Review control panel for proper operation and recorded fault histories (if applicable)</p> <p>Check condition of condenser coil</p> <p>Check condition of evaporator coil</p>

- Check condenser fan motors and blades
- Check blower motor operation
- Check economizer operation
- Check heating operation (when applicable)
- Check condition of pulley and belts
- Check condition of filters
- Check condensate drain
- Check for visual signs of refrigerant/oil leak(s)
- Visually inspect electrical connections
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

Return Air Filter Change

- Check with appropriate customer representative for operational deficiencies
- Turn equipment off
- Remove dirty filters
- Install new filters
- Turn equipment on
- Dispose of dirty filter appropriately
- Document tasks performed during visit and report any observations to appropriate customer representative

Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, <8 Tons

Belt Change

- Check with appropriate customer representative for operational deficiencies
- Perform belt change procedures
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Condenser Coil Cleaning

- Check with appropriate customer representative for operational deficiencies
- Rinse coil(s) thoroughly with water
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive (with Economizer)

- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories (if applicable)
- Check and tighten electrical connections
- Check VFD operation and clean cooling fan intake (if applicable)
- Check contactor(s)
- Check condition of condenser coil
- Check condition of evaporator coil
- Check condenser fan motors and blades
- Check blower motor operation
- Lubricate blower and motor bearings
- Check economizer operation
- Lubricate and adjust economizer damper linkages
- Verify proper operation of exhaust motor (if applicable)
- Check condition and alignment of pulley and belts
- Check condition of filters
- Clean condensate pan and clear drain line
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Record and log all operating parameters
- Check overall condition of unit
- Remove and dispose any debris from any maintenance activity
- Document tasks performed during visit and report any observations to appropriate customer representative

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Gas Heating Comprehensive (with Economizer)	Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check combustion blower motor operation Check igniter and pilot operation Check condition of heat exchanger Check condition of burners and clean as required in place Check for proper venting Check for leaks on gas line (within cabinet) Check condition of pulley and belts Check economizer operation Lubricate and adjust economizer damper linkages Verify proper operation of exhaust motor (if applicable) Check condition of filters Check for unusual noise and vibration Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Operational (Mid Season - Cooling/Heating with Economizer)	Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades Check blower motor operation Check economizer operation Check heating operation (when applicable) Check condition of pulley and belts Check condition of filters Check condensate drain Check for visual signs of refrigerant/oil leak(s) Visually inspect electrical connections Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
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Return Air Filter Change	Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
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Roof Top Unit (RTU), Cooling/Gas Heating, without Economizer, <8 Tons

Condenser Coil Cleaning	Check with appropriate customer representative for operational deficiencies Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Cooling Comprehensive (without Economizer)	Check with appropriate customer representative for operational deficiencies Review control panel for proper operation and recorded fault histories (if applicable) Check and tighten electrical connections Check VFD operation and clean cooling fan intake (if applicable) Check contactor(s) Check condition of condenser coil Check condition of evaporator coil Check condenser fan motors and blades
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Check blower motor operation
 Lubricate blower and motor bearings
 Check condition and alignment of pulley and belts
 Check condition of filters
 Clean condensate pan and clear drain line
 Check for visual signs of refrigerant/oil leak(s)
 Check for unusual noise and vibration
 Record and log all operating parameters
 Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

**Gas Heating
 Comprehensive (without
 Economizer)**

Check with appropriate customer representative for operational deficiencies
 Check and tighten electrical connections
 Check contactor(s)
 Check combustion blower motor operation
 Check igniter and pilot operation
 Check condition of heat exchanger
 Check condition of burners and clean as required in place
 Check for proper venting
 Check for leaks on gas line (within cabinet)
 Check condition of pulley and belts
 Check condition of filters
 Check for unusual noise and vibration
 Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

**Operational (Mid
 Season -
 Cooling/Heating without
 Economizer)**

Check with appropriate customer representative for operational deficiencies
 Review control panel for proper operation and recorded fault histories (if applicable)
 Check condition of condenser coil
 Check condition of evaporator coil
 Check condenser fan motors and blades
 Check blower motor operation
 Check heating operation (when applicable)
 Check condition of pulley and belts
 Check condition of filters
 Check condensate drain
 Check for visual signs of refrigerant/oil leak(s)
 Visually inspect electrical connections
 Check for unusual noise and vibration
 Check overall condition of unit
 Document tasks performed during visit and report any observations to appropriate customer representative

Return Air Filter Change

Check with appropriate customer representative for operational deficiencies
 Turn equipment off
 Remove dirty filters
 Install new filters
 Turn equipment on
 Dispose of dirty filter appropriately
 Document tasks performed during visit and report any observations to appropriate customer representative

Split System, Cooling Only, <7.5 Tons

Belt Change	Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Condenser Coil Cleaning	Check with appropriate customer representative for operational deficiencies Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Cooling Comprehensive	Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check condition of condenser coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings (if applicable) Check condition and alignment of pulley and belts (if applicable) Check condition of filters Clean condensate pan and clear drain line (if readily accessible) Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
Operational (Mid Season - Cooling Only)	Check with appropriate customer representative for operational deficiencies Check condition of condenser coil Check condenser fan motors and blades Check condensing unit electrical connections and contactor(s) Check blower motor operation Check condition of filters Check condition of pulley and belts (if applicable) Check condensate system Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
Return Air Filter Change	Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative

Split System, Cooling with Electric Heat, <7.5 Tons

Belt Change	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Perform belt change procedures</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Condenser Coil Cleaning	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Spray coil(s) with chemical solution</p> <p>Rinse coil(s) thoroughly with water</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Cooling Comprehensive	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Check and tighten electrical connections</p> <p>Check contactor(s)</p> <p>Check condition of condenser coil</p> <p>Check condenser fan motors and blades</p> <p>Check blower motor operation</p> <p>Lubricate blower and motor bearings (if applicable)</p> <p>Check condition and alignment of pulley and belts (if applicable)</p> <p>Check condition of filters</p> <p>Clean condensate pan and clear drain line (if readily accessible)</p> <p>Check for visual signs of refrigerant/oil leak(s)</p> <p>Check for unusual noise and vibration</p> <p>Record and log all operating parameters</p> <p>Check overall condition of unit</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Electric Heating Comprehensive	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Check and tighten electrical connections</p> <p>Check contactor(s)</p> <p>Check blower motor operation</p> <p>Check condition of pulley and belts (if applicable)</p> <p>Check heat strip operation (coordinate with customer)</p> <p>Check condition of filters</p> <p>Check for unusual noise and vibration</p> <p>Check overall condition of unit</p> <p>Remove and dispose any debris from any maintenance activity</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>
Operational (Mid Season - Cooling/Heating)	<p>Check with appropriate customer representative for operational deficiencies</p> <p>Check condition of condenser coil</p> <p>Check condenser fan motors and blades</p> <p>Check condensing unit electrical connections and contactor(s)</p> <p>Check blower motor operation</p> <p>Check heating operation (when applicable)</p> <p>Check condition of filters</p> <p>Check condition of pulley and belts (if applicable)</p> <p>Check condensate system</p> <p>Check for visual signs of refrigerant/oil leak(s)</p> <p>Check for unusual noise and vibration</p> <p>Check overall condition of unit</p> <p>Document tasks performed during visit and report any observations to appropriate customer representative</p>

Return Air Filter Change Check with appropriate customer representative for operational deficiencies
 Turn equipment off
 Remove dirty filters
 Install new filters
 Turn equipment on
 Dispose of dirty filter appropriately
 Document tasks performed during visit and report any observations to appropriate customer representative

Split System, Cooling with Gas Heat, 7.5-15 Tons

Belt Change Check with appropriate customer representative for operational deficiencies
 Perform belt change procedures
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Condenser Coil Cleaning Check with appropriate customer representative for operational deficiencies
 Spray coil(s) with chemical solution
 Rinse coil(s) thoroughly with water
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Cooling Comprehensive Check with appropriate customer representative for operational deficiencies
 Check and tighten electrical connections
 Check contactor(s)
 Check condition of condenser coil
 Check condenser fan motors and blades
 Check blower motor operation
 Lubricate blower and motor bearings (if applicable)
 Check condition and alignment of pulley and belts (if applicable)
 Check condition of filters
 Clean condensate pan and clear drain line (if readily accessible)
 Check for visual signs of refrigerant/oil leak(s)
 Check for unusual noise and vibration
 Record and log all operating parameters
 Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Gas Heating Comprehensive Check with appropriate customer representative for operational deficiencies
 Check and tighten electrical connections
 Check contactor(s)
 Check combustion blower motor operation
 Check igniter and pilot operation
 Check condition of heat exchanger
 Check condition of burners and clean as required in place
 Check for proper venting
 Check for leaks on gas line (within cabinet)
 Check condition of pulley and belts (if applicable)
 Check condition of filters
 Check for unusual noise and vibration
 Check overall condition of unit
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

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Operational (Mid Season - Cooling/Heating)	Check with appropriate customer representative for operational deficiencies Check condition of condenser coil Check condenser fan motors and blades Check condensing unit electrical connections and contactor(s) Check blower motor operation Check heating operation (when applicable) Check condition of filters Check condition of pulley and belts (if applicable) Check condensate system Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Check overall condition of unit Document tasks performed during visit and report any observations to appropriate customer representative
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Return Air Filter Change	Check with appropriate customer representative for operational deficiencies Turn equipment off Remove dirty filters Install new filters Turn equipment on Dispose of dirty filter appropriately Document tasks performed during visit and report any observations to appropriate customer representative
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Split System, Cooling with Gas Heat, <7.5 Tons

Belt Change	Check with appropriate customer representative for operational deficiencies Perform belt change procedures Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Condenser Coil Cleaning	Check with appropriate customer representative for operational deficiencies Spray coil(s) with chemical solution Rinse coil(s) thoroughly with water Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Cooling Comprehensive	Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check condition of condenser coil Check condenser fan motors and blades Check blower motor operation Lubricate blower and motor bearings (if applicable) Check condition and alignment of pulley and belts (if applicable) Check condition of filters Clean condensate pan and clear drain line (if readily accessible) Check for visual signs of refrigerant/oil leak(s) Check for unusual noise and vibration Record and log all operating parameters Check overall condition of unit Remove and dispose any debris from any maintenance activity Document tasks performed during visit and report any observations to appropriate customer representative
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Gas Heating Comprehensive	Check with appropriate customer representative for operational deficiencies Check and tighten electrical connections Check contactor(s) Check combustion blower motor operation Check igniter and pilot operation
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Check condition of heat exchanger
Check condition of burners and clean as required in place
Check for proper venting
Check for leaks on gas line (within cabinet)
Check condition of pulley and belts (if applicable)
Check condition of filters
Check for unusual noise and vibration
Check overall condition of unit
Remove and dispose any debris from any maintenance activity
Document tasks performed during visit and report any observations to appropriate customer representative

Operational (Mid
Season -
Cooling/Heating)

Check with appropriate customer representative for operational deficiencies
Check condition of condenser coil
Check condenser fan motors and blades
Check condensing unit electrical connections and contactor(s)
Check blower motor operation
Check heating operation (when applicable)
Check condition of filters
Check condition of pulley and belts (if applicable)
Check condensate system
Check for visual signs of refrigerant/oil leak(s)
Check for unusual noise and vibration
Check overall condition of unit
Document tasks performed during visit and report any observations to appropriate customer representative

Return Air Filter Change

Check with appropriate customer representative for operational deficiencies
Turn equipment off
Remove dirty filters
Install new filters
Turn equipment on
Dispose of dirty filter appropriately
Document tasks performed during visit and report any observations to appropriate customer representative

TERMS AND CONDITIONS
DEFINITIONS

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the provision of any software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P herein.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. CONNECTED SERVICES. If Customer has purchased Connected Chiller Services on any Covered Equipment as more fully described in Schedule A, JCI will provide a cellular modem ("Gateway Device" owned by JCI) or Customer will supply a network connection suitable to establish a remote connection with Customer's Equipment to permit JCI to perform troubleshooting, quarterly health reports, and meet service levels, including remote diagnostic, monitoring and repair services. Customer will benefit from being able to access chiller information from JCI Connected Chillers from a mobile smart device. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no warranty or guarantee relating to the Connected Services. For Equipment not covered by a current Service Agreement, JCI disclaims any obligation to monitor such products via a remote connection or advise Customer of any possible Equipment error or malfunction.

5. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's

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Services include “Remote Monitoring Services with Open and Close,” Customer also agrees to furnish JCI with Customer’s daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer’s failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI’s Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer’s equipment that is not Covered Equipment under this Agreement (an “Out of Scope Defect”), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, “Out of Scope Services”), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI’s standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI’s Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer’s exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer’s failure to conduct preventive maintenance, issues resulting from Customer’s previous denial of JCI access to the Covered Equipment, and Customer’s failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or “power surges”) and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI’s reasonable control and without JCI’s fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Fees and other amounts due hereunder are due upon receipt of the invoice and shall be paid by Customer within thirty (30) days. Such payment is a condition precedent to JCI’s obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days.

Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate

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this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than ninety (90) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment. .

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access.
- (16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

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2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Both parties expressly agree that each party shall be responsible for injury, damage, or loss only to the extent caused directly by that party's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY AND THEIR AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO EACH OTHER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE EACH PARTY UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS

J. FORCE MAJEURE

JCI shall not be responsible for delays, interruptions or failure to perform due to causes beyond its reasonable control, including but not limited to: material shortages, acts of god, acts of government agencies; strikes, labor disputes, work stoppages; fires, explosions or casualties, thefts, vandalism, riots, war or civil disobedience/unrest, terrorism, cyber-attacks, viruses, ransomware, failures or interruptions of network systems, data breaches, severe weather and unavailability of parts, materials, or supplies.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. Thereafter, either party may decide to file an action in a court of competent jurisdiction. The party prevailing in proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute.

L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
3. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
4. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable.
5. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public

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and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL TERMS

Any license to or right to access JCI software products and digital or cloud services purchased under this Agreement is provided on the terms and conditions for the applicable software product or digital or cloud service set forth at <http://www.johnsoncontrols.com/buildings/legal/digital>. Such applicable software product and digital services terms are incorporated by reference herein.

Q. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

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7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

[END OF DOCUMENT]

LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 01/27/2020

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

Goal(s): Financially Sound City Government

Submitted by: Kim Hall, Director of Finance

Agenda Caption:

Discuss and consider an ordinance authorizing the issuance of "City of Lancaster, Texas, General Obligation Refunding Bonds, Series 2020"; Specifying the terms and features of said bonds; providing for the payment of said bonds by the levy of an ad valorem tax upon all taxable property within the city; and resolving other matters incident and related to the issuance, payment, security, sale, and delivery of said bonds, including the approval and execution of a paying agent/registrar agreement and a purchase agreement and approval and distribution of an official statement pertaining thereto; and providing an effective date.

Background:

Hilltop Security, the City's Financial Advisors, advise that based upon current market conditions, the City has the opportunity to refund portions of its outstanding debt and realize debt service savings. The 2010 issues that are being refunded are the General Obligation Refunding Bonds, Taxable Series 2010A, (Build America Bonds - Direct Payment) and Tax and Waterworks and Sewer System Surplus Review Certificates of Obligation, Taxable Series 2010A, (Build America Bonds, Direct Payment) with an outstanding principal amount of \$25,080,000. Subsequently, staff met with the rating agencies and our ratings have been affirmed as "Aa3" from Moody's and AA- from Standards and Poors.

Operational Considerations:

Approving this ordinance authorizes the City to issue General Obligation Refunding, Series 2020 to be utilized to pay off a portion of existing debt for debt service savings.

City Council will receive a presentation and ordinance from Hilltop Security.

Legal Considerations:

The ordinance has been prepared by West and Associates, LLP, the City's Bond Counsel and approved as to form.

Public Information Considerations:

This item is being considered at a regular meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The refunding of this debt will not impact the City's tax rate. All fees are included in the debt issuance; no additional funds will need to be budgeted. Bond issuance costs are paid at closing from the proceeds of the bond issued.

Options/Alternatives:

1. City Council may approve the ordinance as presented.
2. City Council may deny the ordinance.

Recommendation:

Staff recommends approval of the ordinance authorizing the issuance of City of Lancaster, Texas, General Obligation Refunding Bonds, Series 2020 in an approximate amount of \$25,080,000 for refunding a portion of the City's outstanding debt.

LANCASTER CITY COUNCIL

City Council Regular Meeting

5.

Meeting Date: 01/27/2020

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community
Quality Development

Submitted by: Bester Munyaradzi, Senior Planner

Agenda Caption:

Discuss and consider confirmation of appointments to the City of Lancaster Historic Landmark Preservation Committee (HLPC).

Background:

For boards and commissions appointments, recruiting efforts for applications were made through various sources including:

- Lancaster Connection - Spring, Summer and Fall Issues
- Lancaster Live
- Lancaster Today
- Invitation to the participants of the 2019 Civic Leadership Academy
- Invitation to the participants of the 2019 Citizens Public Safety Academy
- City of Lancaster's website
- Cable Channel 16
- Social media
- Town Hall Meetings
- Trash-Off
- Recreation Center
- Library
- Utility Billing monthly Statements

Out of the nine (9) applications that were submitted for HLPC appointment, three (3) applicants were appointed by the Planning and Zoning Commission (P&Z) on December 3, 2019. The P&Z reappointed Amy Glover as a regular member and appointed Estelle Hernandez as a regular member and Paul Wiseman as an alternate member.

Operational Considerations:

The applications of those interested in filing positions on the HLPC were brought before the Planning and Zoning Commission (P&Z) to fill vacancies alongside the name of a current member who wished to be reappointed. The selected appointees must be confirmed by the City Council prior to the person becoming an official appointment to HLPC.

Under ordinance 2018-12-53, the committee must be composed of at least:

- three (3) shall have experience and/or expertise in the following fields:
 - architecture
 - planning
 - landscape architecture
 - building construction
 - real estate appraisal
- one (1) shall be a member of the Lancaster Historical Society
- one (1) shall be the owner of a designated historic landmark or property within an historic district

The current members are as follows:

Member	Role/Capacity	Term Expires
Glenn Hooper	Architect*	2019
Patricia Siegfried-Giles	Member of Lancaster Historical Society*	2020
Dee Hinkle	Owns Property in the Historic District*	2020
Amy Glover	Building Construction Experience*	2019**
Cheryl Wright	Alternate	2019
Vacant	Regular Member*	2019
	*ordinance requirements	** desires reappointment

Options/Alternatives:

The City Council may choose to:

1. Confirm appointments as recommended by the Planning and Zoning Commission (P&Z).
2. Resend the recommendation back to P&Z.
3. Deny the P&Z recommendation and request additional applications.

Recommendation:

Boards and commissions appointments are solely at Council's discretion. The Planning and Zoning Commission met on December 3, 2019 and recommended the reappointment of Amy Glover as a regular member, Estelle Hernandez as a regular member, and Paul Wiseman as an alternate member.

Attachments

Alphabetical list of all applicants (Indicates capacity)

December 3, 2019 Minutes

Historic Landmark Preservation Committee

2019

Applicants	Capacity
Amy Glover	Services in addition to Building Construction and Building Safety
Abraham Riser Jr.	Not applicable
Estelle Hernandez	Arts History and Art Management Education in addition to Art Gallery and Museum of Art work experience.
Leon Powers	Not applicable
Marc Riggs	experience
Marchal Adams	Not applicable
Mark E. Larson	Self Employed Electrical Engineer
Paul Laurens Wiseman	Real Estate Broker and Business Management experience.
Wynter M. Dalton	Self Employed Insurance Agent and Life Coach

MINUTES

PLANNING & ZONING COMMISSION REGULAR MEETING OF DECEMBER 3, 2019

The Planning and Zoning Commission of the City of Lancaster, Texas, met in a called Regular Session in the Council Chambers of City Hall on December 3, 2019, at 7:00 p.m. with a quorum present to-wit:

Commissioners Present:

Jeremy Reed, Chair
Tamika Whitfield, Alternate
Lawrence Prothro
Isabel Aguilar
Ernest Casey

Commissioners Absent:

Ty G. Jones, Vice-Chair

City Staff:

Bester Munyaradzi, Senior Planner
Emma Chetuya, Planner

Call to order:

Chair Reed called the meeting to order at 7:01 p.m. on December 3, 2019.

Public Testimony:

At this time citizens who have pre-registered before the call to order will be allowed to speak on consent or action item on the agenda, with the exception of public hearings, for a length of time not to exceed three minutes. Anyone desiring to speak on an item scheduled for a public hearing is requested to hold their comments until the public hearing on that item.

There were no pre-registered citizens before the call to order.

CONSENT AGENDA:

Chair Reed read the consent agenda.

- 1. HLPC19-06 Discuss and consider a Certificate of Appropriateness (COA) for the construction of a new 1,976 square feet live-work unit on the property located at 202 South State Street, Lancaster, Dallas County, Texas.**
- 2. Consider approval of minutes from the Planning and Zoning Commission Regular Meeting held on November 5, 2019.**
- 3. PS20-01 Consider a request for approval of a preliminary plat for Bear Creek Ranch Phase 3, being 211 residential lots and 5 open spaces on approximately 47.05 acres located approximately 833 feet east of the southern city limit boundary, west of McBride Road, and approximately 800 feet north of East Reindeer Road. The property is described as a tract of land situated in the Samuel T. Bledsoe Survey, Abstract No. 120, in the City of Lancaster, Dallas County, Texas.**

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to approve items 1, 2 and 3. The vote was cast 5 for, 0 against. [Jones absent]

PUBLIC HEARING:

- 4. PS20-03 Conduct a public hearing and consider a residential replat for Cedardale Highlands Addition, subdividing Lot 1 into two (2) lots; Lots 1A and 2A, Block D on a .46 acre tract. It is located on the northeast corner of Percy Street and Cedardale Road. The property is described as Lot 1, Block D of the Cedardale Highlands Addition, situated in the Robert Simonton Survey Abstract No. 1277, City of Lancaster, Dallas County, Texas.**

Planner Chetuya gave the staff report and stated that this is a request for approval of a residential replat to subdivide one (1) lot (Lot 1, Block D) into two (2) lots: Lot 1A and 2A on .46 acre for the purpose of building single family homes. Access to the properties will be provided from Percy Street. Staff recommends approval of the replat as presented. The applicant will be responsible for all utilities and infrastructure necessary for development. The plat is in substantial conformance with the subdivision regulations and the Engineering Division has reviewed the plat and concur with the approval of the replat.

Chair Reed opened the public hearing.

There were no speakers.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to close the public hearing. The vote was cast 5 for, 0 against. [Jones absent]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Prothro to approve item 4. The vote was cast 5 for, 0 against. [Jones absent]

- 5. PS20-04 Conduct a public hearing and consider a residential replat for Original Town of Lancaster, subdividing a portion of Lot 4 into two (2) lots; Lots 4A and 4B Block 75 on a .31 acre lot. The property is located on the northwest corner of East 5th Street and North Henry Street and is addressed as 603 North Henry Street. The property is described as a portion of Lot 4 Block 75 of the Original Town of Lancaster, situated in the Robert Simonton Survey, Abstract No. 1277, City of Lancaster, Dallas County, Texas.**

Planner Chetuya gave the staff report and stated that This is a request for approval of a residential replat to subdivide one (1) lot (a portion of Lot 4, Block 75) into two (2) lots: Lots 4A and 4B for the purpose of building single family homes. The lot is located in the Historic District and must receive approval from the Historic Landmark Preservation Committee and the Planning and Zoning Commission before any construction. Access to the properties will be provided from North Henry Street. The plat is in substantial conformance with the subdivision regulations and the Engineering Division has reviewed the plat and concur with the approval of the replat.

Chair Reed opened the public hearing.

There were no speakers.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Casey to close the public hearing. The vote was cast 5 for, 0 against. [Jones absent]

Chair Reed asked if the proposed lots met the minimum size requirement for the zoning district.

Planner Chetuya stated that there are no minimum lot size requirements in the City of Lancaster and the proposed lots meet the minimum density requirements.

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Prothro to approve item 5. The vote was cast 5 for, 0 against. [Jones absent]

6. Discuss and consider appointments to the City of Lancaster Historic Landmark Preservation Committee (HLPC).

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Prothro to nominate Amy Glover as a regular member. The vote was cast 5 for, 0 against. [Jones absent]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Prothro to nominate Estelle Hernandez as a regular member. The vote was cast 5 for, 0 against. [Jones absent]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Prothro to nominate Paul Wiseman as an alternate member. The vote was cast 5 for, 0 against. [Jones absent]

MOTION: Commissioner Aguilar made a motion, seconded by Commissioner Prothro to adjourn. The vote was cast 5 for, 0 against. [Jones absent]

The meeting was adjourned at 7:21 p.m.

ATTEST:

Bester Munyaradzi, Senior Planner

APPROVED:

Jeremy Reed, Chair

LANCASTER CITY COUNCIL

City Council Regular Meeting

6.

Meeting Date: 01/27/2020

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

Goal(s): Civic Engagement

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider confirmation of nominations made by the Mayor for appointments to the City of Lancaster's Zoning Board of Adjustment.

Background:

As set by ordinance, the Zoning Board of Adjustment members are appointed by the Mayor and confirmed by the City Council

The Zoning Board of Adjustment consists of five regular members and an alternate. Currently, serving on the Zoning Board of Adjustment are:

	<u>Term Expires</u>
Deborah Taylor	2019
Sherri Williams	2019
Margaret Brooks	2019
Syrinithia Mann	2020
John G. Thomas	2020

Alternate member:

Lawrence Smith	2019
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Operational Considerations:

Mayor Hairston will make nominations for appointments following other City board and Commission's appointments.

A motion, with a second, and an affirmative vote is required to confirm the appointments.

Recommendation:

Boards and Commissions appointments are solely at Council's pleasure.

LANCASTER CITY COUNCIL

City Council Regular Meeting

7.

Meeting Date: 01/27/2020

Policy Statement: This request supports the City Council 2019-2020 Policy Agenda

Goal(s): Civic Engagement

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Discuss and consider annual appointments to City of Lancaster Boards and Commissions.

Background:

For boards and commissions appointments, recruiting efforts for applications were made through various sources including:

- Lancaster Connection - Spring, Summer and Fall Issues
- Lancaster Live
- Lancaster Today
- Invitation to the participants of the 2019 Civic Leadership Academy
- Invitation to the participants of the 2019 Citizens Public Safety Academy
- City of Lancaster's website
- Cable Channel 16
- Social media
- Town Hall Meetings
- Trash-Off
- Recreation Center
- Library
- Utility Billing monthly statements

An appointment worksheet is attached to facilitate nominations to fill vacancies. The attached worksheet outlines all vacancies.

Operational Considerations:

Vacancies may be filled through any combination of reappointment of existing members or appointment of new applicants and alternates.

Animal Shelter Advisory Board

Please note that there are state requirements for appointment to the Animal Shelter Advisory Board. Under Section 823.005 of the Texas Health and Safety Code, a municipality in which an animal shelter is located is required to appoint an advisory committee to assist in complying with state requirements.

Under the state code, the advisory committee must be composed of at least:

- one (1) licensed veterinarian
- one (1) municipal officer
- one (1) person whose duties include the daily operation of animal shelter
- one (1) representative from an animal welfare organization

Member	Role/Capacity	Term Expires
Dr. Jean Eye	veterinarian*	2020
Jonathan Harris	involved in operations of shelter*	2020
Fabrice Kabona**	municipal officer*	2019
Stacey Jaglowski**	regular position	2019
Carol DeLaRosa-Green**	animal welfare*	2019
Vacant (Hutchins)	alternate	2019
**desires reappointment		*state requirement

It is necessary that Council make appointments such that state requirements are met.

Youth Advisory Committee

Appointments to the Youth Advisory Committee are made by the City Manager or her designee, no Council Action.

Member	Role/Capacity	Term Expires
Judith "Jo" Osegueda	Adult Sponsor	2020
Ronay Suber	Adult Sponsor	2021
Keenon Smith	Student	2021
Bryson Corker	Student	2020
Juan Booker Jr.	Student	2020
Jalen Brooks	Student	2021
Damareon Thomas	Student	2021
Thomas Fripps	Student	2020
Andrea Osegueda	Student	2020
Alyssa Scott	Student	2021
Jana Clark	Student	2021
Anna Diouf	Student	2020

Other Appointment Notes

Zoning Board of Adjustment members are appointed by the Mayor and confirmed by City Council; however, there is a companion item for Zoning Board of Adjustment appointments. The Planning & Zoning Commission makes recommendations for appointments to the Historic Landmark Preservation Committee, which are confirmed by City Council. Civil Service Commission appointments are recommended by the City Manager and confirmed by City Council.

Options/Alternatives:

The Council may choose to:

1. Make appointments from new applications on hand.
2. Reappoint members whose terms are expiring.
3. Appoint an alternate to fill a regular position and then appoint a new alternate.
4. Delay some appointments until a future Council meeting.
5. Leave any regular position or alternate position unfilled at this time.

Recommendation:

Boards and Commissions appointments are solely at Council's pleasure

Attachments

Appointment Worksheet

Alphabetical list of all applicants (indicates board preferences) Applica

2019 -20 Boards, Commissions and Committees

Airport Advisory Board	Term Expires	Desires Reappointment YES NO	Appointment Worksheet
1. Dean Byers	2019	✓	1.
2. John Stewart	2019	✓	2.
3. Tim Fagan	2019	✓	3.
4. Andy Mungenast	2020		4. Andy Mungenast
5. Barbara J. Thomas	2020		5. Barbara J. Thomas
Alternate: Kurtis Samples	2019	✓	Alternate:

Animal Shelter Advisory Committee	Term Expires	Desires Reappointment YES NO	Appointment Worksheet
1. *Fabrice Kabona	2019	✓	1.
2. Stacey Jaglowski	2019	✓	2.
3. *Carol DeLaRosa-Green	2019	✓	3.
4. *Dr. Jean Eye	2020		4. *Dr. Jean Eye
5. *Jonathan Harris	2020		5. *Jonathan Harris
Alternate: Hutchins	2019		Alternate: Hutchins

Note: *State requirement

Civil Service Commission	Term Expires	Desires Reappointment YES NO	Appointment Worksheet
1. Audley Logan	2019	✓	1.
2. Corey Womack	2020		2. Corey Womack
3. Keith Whitley	2021		3. Keith Whitley

Note: City Manager appoints and City Council confirms

Historic Landmark Preservation Committee	Term Expires	Desires Reappointment YES NO	Appointment Worksheet
1. Vacant	2019		1.
2. Amy Glover	2019	✓	2.
3. Glenn Hooper	2019	✓	3.
4. Dee Hinkle	2020		4. Dee Hinkle
5. Patricia Siegfried-Giles	2020		5. Patricia Siegfried-Giles
Alternate: Cheryl Wright	2019	✓	Alternate:

Note: Planning & Zoning appoints and City Council confirms

2019 -20 Boards, Commissions and Committees

Lancaster Economic Development Corp. Board (4A)	Term Expires	Desires Reappointment YES NO	Appointment Worksheet
1. Adrienne Davis	2019	✓	1.
2. Sandi Collier	2019	✓	2.
3. Ellen Clark	2020		3. Ellen Clark
4. Ted Burk	2020		4. Ted Burk
5. Octavia Giadolor	2020		5. Octavia Giadolor

Library Advisory Board	Term Expires	Desires Reappointment YES NO	Appointment Worksheet
1. Quinnest Banks	2019	No Response	1.
2. Cecelia J. Smith Whitson	2019	✓	2.
3. Gretchen Weaver	2019	✓	3.
4. Angela McCowan	2020		4. Angela McCowan
5. Kyshia Gibbons	2020		5. Kyshia Gibbons
Alternate: Bren Anderson	2019	No Response	Alternate:

Museum Advisory Board	Term Expires	Desires Reappointment YES NO	Appointment Worksheet
1. Mary Ryan	2019	✓	1.
2. Shannon Boyd	2019	✓	2.
3. Lillian Cullors	2019	No response	3.
4. Clara Butler	2020		4. Clara Butler
5. Rachel Green	2020		5. Rachel Green
Alternate: Cindy Bullard	2019	✓	Alternate:

Parks & Rec. Advisory Board With New Ordinance	Terms Expires	Desires Reappointment YES NO	Appointment Worksheet
1. Abe Cooper	2019	✓	1.
2. Alan Beavers	2019	✓	2.
3. Petra Covington	2019	✓	3.
4. Jerry W. Giles	2020		4. Jerry W. Giles
5. Joe Smith	2020		5. Joe Smith
Alternate: Frances Allen	2019	✓	Alternate:

2019 -20 Boards, Commissions and Committees

Lancaster Recreational Development Corp. (4B)	Term Expires	Desires Reappointment YES NO	Appointment Worksheet
1. Mary Sykes	2019	✓	1.
2. William Freeman	2019	✓	2.
3. Harmonica Mays	2019	✓	3.
4. Erikka Cullum	2019	✓	4.
5. Don McCoo	2020		5. Don McCoo
6. Sharmetra Lewis	2020		6. Sharmetra Lewis
7. Zaychiana Mixon	2020		7. Zaychiana Mixon

Planning & Zoning Commission/ Sign Control Board	Term Expires	Desires Reappointment YES NO	Appointment Worksheet
1. Isabel Aguilar	2019	✓	1.
2. Jeremy Reed	2019	✓	2.
3. Lawrence Prothro	2019	✓	3.
4. Ty G. Jones	2020		4. Ty G. Jones
5. Ernest Casey	2020		5. Ernest Casey
Alternate: Temika Whitfield	2019	✓	Alternate:

Property Standards & Appeals Board	Term Expires	Desires Reappointment YES NO	Appointment Worksheet
1. Cassondra Andrews	2019	✓	1.
2. Donna Lee	2019	✓	2.
3. Sue Wyrick	2019	✓	3.
4. Tedrick Woods	2020		4. Tedrick Woods
5. Brenda Davis	2020		5. Brenda Davis
Alternate: Sharonda Peppers	2019	✓	Alternate:

Youth Advisory Committee (Adult Sponsors)	Term Expires	Desires Reappointment YES NO	Appointment Worksheet
1. Judith "Jo" Osegueda	2020		1. Judith "Jo" Osegueda
2. Ronay Suber	2021		2. Ronay Suber

2019 -20 Boards, Commissions and Committees

Zoning Board of Adjustment	Term Expires	Desires Reappointment		Appointment Worksheet
		YES	NO	
1. Deborah Taylor	2019	✓		1.
2. Sherri Williams	2019	✓		2.
3. Margaret Brooks	2019	✓		3.
4. Syrinithnia Mann	2020			4. Syrinithnia Mann
5. John G. Thomas	2020			5. John G. Thomas
Alternate: Lawrence Smith	2019		✓	Alternate:

Note: Mayor appoints and City Council Confirms



Boards and Commissions Applicants

2019 - 2020

Applicants	Airport	Animal	HLPC	LEDC	Library	LRDC	Museum	Parks & Rec.	PSAB	P&Z	ZBA	Comments
Adams, Marchal			2		1							Youth Advisory Committee-3
Bollin, Andrea				1				2				Youth Advisory Committee-3
Dalton, Wynter			2					1				
Delaisse, Gilles								1		2		
Delaisse, Meredith		2						1				Health Advisory - 3
Handley, Valerie				3						2		Civil Service Commission - 1
Hudleton, LaMonica				1		2				3		
Ivy, Donna				1	2							
Larson, Mark			1									
Levine, Bridgette				3					1	2		
Murphy, Angela				1						2	3	
Obi, Vanessa								3	2			Civil Service Commission - 1
Powers, Leon	6	7	4	2	3	8	9	5	10	1	12	Civil Service Commission - 3 Youth Advisory Committee - 11
Riggs, Marc			1									
Riser Jr., Abraham			3					1				Youth Advisory Committee - 2
Skidmore, Tim					2	3		1				
Stafford, Ivory		3		1						2		
Smith, Barbara									2	1	3	
Swoope, Kalecia	5				4	3		2				Youth Advisory Committee - 1
Webb, Darlene									2	1	3	
Wilhite, Latosha				3		2		1				
Williams, Keisha					1	3						Youth Advisory Committee - 2
Williams, Mary	3			1								CIAC - 3