

**AGENDA**  
**Codington County Board of Commissioners**  
**Codington County Court House, 14 1<sup>st</sup> Ave SE, Watertown SD**  
**Commission Chambers, Room #114**  
**9:00 a.m., Tuesday, December 23, 2025**

1. Pledge of Allegiance
2. Call for public comments. Public comment may be submitted in person or via telephone at 605-882-6248 or 605-882-6297
3. Conflict of interest items
4. Action to approve December 23, 2025, agenda
5. Action to approve December 16, 2025, minutes of the Board of Codington County Commissioners
6. Public Hearing and Action to approve Resolution #2025-24 vacating a portion of right-of-way in Polze Subdivision
7. Discussion with Senator Glen Vilhauer on the upcoming legislative session
8. Monthly Reports
  - a. Emergency Management
  - b. Sheriff
9. Action to authorize Chair to sign letter of agreement between Codington County and First Dist. Assoc. of Local Govt. to update the current Hazardous Materials Plan
10. Action to authorize Chair to sign 5-year Johnson Control's HVAC Service Contract
11. Discussion/possible action to approve COLA for non-union employee 2026 wages
12. Action to approve 2026 wage scale
13. Action to approve abatement applications
14. Action to approve claims for payment
15. Action to approve automatic budget supplements
16. Action to approve personnel changes
17. Action to approve travel requests
18. Public Notices – a possible quorum of Commissioners could be in attendance at:
19. Old Business
20. New Business
21. Open
  - a. Public Comments
  - b. Commission Comments
22. Action to enter into Executive session pursuant to SDCL 1-25-2
  - (1) Discussion of personnel issues (SDCL 1-25-2(1))
  - (2) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters (SDCL 1-25-2(3))

- (3) Preparing for contract negotiations or negotiating with employees or employee representatives (SDCL 1-25-2(4))**
- (4) Discussion of pricing or marketing strategies when public disclosure may harm the competitive position of the county owned business (SDCL 1-25-2(5))**
- (5) Discussion of information pertaining to the protection of public or private property (SDCL 1-25-2(6))**

**23. Action to adjourn upon completion of agenda items**

**Codington County does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of service.**

**Official Proceedings  
County of Codington  
Codington County Court House  
14 1<sup>st</sup> Ave SE  
Watertown, SD 57201**

December 16, 2025

The Codington County Commissioners met in regular session at 9:00 a.m., Tuesday, December 16, 2025, at the Codington County Court House. Commission members present were Lee Gabel, Tyler McElhany, Myron Johnson, Randall Schweer; and Troy VanDusen; Chair VanDusen, presiding. The pledge of allegiance was led by Commissioner McElhany.

**CALLS FOR PUBLIC COMMENT AND CONFLICT OF INTEREST ITEMS**

Chair VanDusen called for public comments to be taken up during the open portion of the meeting; none were offered. There were no conflict-of-interest items to note.

**AGENDA APPROVED**

Motion by Gabel, second by Schweer, to approve the agenda for December 16, 2025, as posted; all voted aye; motion carried.

**MINUTES APPROVED**

Motion by McElhany, second by Johnson, to approve the minutes of December 09, 2025; all voted aye; motion carried.

**MONTHLY REPORTS**

**Highway Superintendent, Randy Falvey**, updated the Board: Grangaard Construction Inc. is continuing work on the 14<sup>th</sup> Avenue bridge diverting the water, there was another accident, this time on the west side of the bridge, this was a hit and run that destroyed the road closed barricade, a lot of traffic is using the 7<sup>th</sup> St. cutover instead of the full detour on 10<sup>th</sup> Ave; adding the final touches to the new dump truck, adjustments being made to the snowplow mount, adding the chipper hitch and other items, final prep before putting it into service; Basin Construction along with Overhead Door and Westwire Electric are finishing up work on this year's portion of the truck storage upgrade project on the north end of the county shop, doors are all framed in and installed, electrical upgrades are being completed, we cleaned up, painted and started to move some of our racking back into the shop so that we could start organizing everything that was removed from the building during construction, started going over the 2<sup>nd</sup> phase of the project with Adam Hanson, from Banner for next year; met with Waylon Blasius from Banner to go over next year's planned road rehabilitation project (County Roads 7 & 10); Midwest Pipe Lining finished cleaning and lining our sewer pipes; we have had a few snow events, nothing too bad, sent the guys out for a few hours to put down sand and to scrape some snow in areas; just an PSA to mention individuals plowing snow across the roadways or into the ROW if you are going to do this please ensure that the snow is completely off of the road surface and into the ROW far enough that it does not interfere with our snow removal equipment, failure to do so could result in a \$100.00 fine and a cost of \$200.00 if we have to come and deal with the snow. **Facility Manager, Steve Molengraaf**, Ag. Building – staff have finished hauling the clay fill in the barn, really improved the level of the barn floor, we are hoping that when heavy rain occurs, no excess water develops in the barn; Court House – Treasurer's office carpet was completed and in operation for Friday business last week, received a new 5-year Maintenance Contract from Johnson Controls for the upgraded HVAC System, will add to the agenda next week for approval; Detention Center – Park – Weed – Weed board meeting at 1:00 p.m. today at the extension complex WNV –

**ENGINEERING SERVICES FOR COUNTY ROAD 7 & 10 RESTORATION**

Motion by McElhany, second by Gabel, to authorize the Chair to sign contract for Engineering Services with Banner Associates, Inc., for the Codington County Roads 7 & 10 Restoration project, in the estimated fee including reimbursable expenses of \$40,000.00; Highway Supt., Randy Falvey, explained the scope of the project to the board; all voted aye; motion carried.

**AMENDMENT NO. 2 TO CONTRACT FOR ENGINEERING SERVICES FOR CODINGTON COUNTY EXTENSION BUILDING PARKING LOT DESIGN**

Motion by Johnson, second by McElhany, to authorize the Chair to sign Amendment No. 2 to contract for Engineering Services for Codington County Extension Building Parking Lot Design, in the amount not to exceed \$8,000.00; Waylon Blasius, PE, Banner Associates, Inc., explained to the Board the reason for the amendment to the contract is due to the contractor going beyond their expected date of completion of the project and the extra time that Banner needed to work to be sure that the scope of work was satisfactory; all voted aye; motion carried.

**FINAL PAY APPLICATON FOR CODINGTON COUNTY EXTENSION PARKIING LOT PROJECT**

Motion by Gabel, second by Schweer, to approve final pay contract for Codington County Extension Parking Lot Project to Duininck, in the amount of \$13,764.40; Waylon Blasius, PE, Banner Associates, Inc., informed the Board that now that the warranty work has been completed this is the remaining amount to be paid on the project; all voted aye; motion carried.

**COMPUTERS AND MONITORS FOR STATE'S ATTORNEY OFFICE**

Motion by Gabel, second by McElhany, to approve the purchase of 2 new computers (HP Elite 800 G9 Desktop Computer) in the amount of \$1,295.00 each (\$2,590.00) and 4 new monitors (HP 327ph 27" Class Full HD LCD) in the amount of \$209.00 each (\$836.00), for a total of \$3,426.00; from Twotrees for the State's Attorney Office; State's Attorney, Alison Bakken, informed the Board that the computers are on a rotation and these 2 computers were due to be replaced; all voted aye; motion carried.

**PAPER SHREDDER FOR STATE'S ATTORNEY OFFICE**

Motion by Johnson, second by Schweer, to approve the purchase of Fellowes Powershred 425Ci Commercial Grade paper shredder, in the amount of \$2,594.46, from Amazon, for the State's Attorney Office; State's Attorney, Alison Bakken, informed the Board that the current shredder only shreds one to two pages at a time which then will error out and stall, the office has a large volume of documents that need to be shred and this was the most cost effective option the she found; all voted aye; motion carried.

**EMPLOYEE UNION CONTRACTS APPROVED**

Human Resource Representative, Natalie Remund, presented the Board with the two remaining union contracts for their approval. Motion by Gabel, second by Johnson, to approve the contract between Codington County and the Teamsters Local Union No. 120 (Correctional Officers), for the time period January 1, 2026 through December 31, 2026, Appendix A updated with new wage scale, with new wage scale from McGrath and added the 2.6% cola, will be placed on the new wage scale on the step closest to their salary without a decrease in wages; Appendix F with the new 2026 Sanford Health Plan; all voted aye; motion carried. Motion by Johnson, second by Gabel, to approve the contract between Codington County and Deputy Sheriff's Association, for the time period January 1, 2026 through December 31, 2026, Appendix A updated with new wage scale, with new wage scale from McGrath and added the 2.6% cola, will be placed on the new wage scale on the step closest to their salary without a decrease in wages; Appendix F with the new 2026 Sanford Health Plan; all voted aye; motion carried.

**REFURBISHED PRINTER FOR COMMUNITY SERVICE OFFICE**

Motion by Gabel, second by Schweer, to approve proposal for refurbished Toshiba e-Studio 4515AC printer, in the amount of \$2,950.00, from Office Peeps, for the Community Service Office, Community Service Office Director, Sara Foust, informed the Board that her current printer is at least 13 years old and is obsolete and is not working properly; all voted aye; motion carried.

**SURPLUS SEARCH AND RESCUE TRAILER**

Motion by McElhany, second by Gabel, to declare the following Search and Rescue/Emergency Management 2000 Trtn Elite trailer surplus to be sold; 2000 Trtn Elite 201 trailer VIN#4TCSS2207YH109129; all voted aye; motion carried.

**CLAIMS**

Motion by Gabel, second by Schweer, to approve a claim in the amount of \$38, 994.04, payable to the City of Watertown for October 2025, 911 surcharge collections, Gabel, McElhany, Johnson and Schweer, voted aye; VanDusen was recused; motion carried.

**OLD BUSINESS**

Commissioner Gabel informed the Board that almost all of the footings are poured for the new jail project and there will be a meeting on Monday about the construction updates on the new jail project.

**OPEN**

**Commissioner Comments** – Commissioner Johnson mentioned he attended the quarterly SD Retirement meeting via zoom and it is still 100% funded; the projected cola for July 1, 2026, is 1.56%, the cola for July 1, 2025, was 1.7%. Commissioner VanDusen informed the Board that he will be attending the Law Enforcement Officers’ standards of training commission meeting.

**EXECUTIVE SESSION**

Motion by McElhany, second by Gabel, to enter into executive session per SDCL 1-25-2 (1) Discussion of personnel issues (SDCL 1-25-2(1) at 9:35 a.m.; all voted aye; motion carried. The Board returned to regular session at 9:59 a.m., no action was taken. Auditor, Brenda Hanten, was present for executive session.

**ADJOURNMENT**

Upon conclusion of all business to come before the Board, a motion was made by Johnson, second by Schweer, to adjourn at 9:59 a.m., all voted aye; motion carried.

ATTEST:

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Brenda Hanten  
Cordington County Auditor

Cordington County does not discriminate on the basis of color, national origin, sex, religion, age, or disability in employment or the provision of service.  
Published once at the total approximate cost of \$ \_\_\_\_\_

**RESOLUTION 2025-24**

**A RESOLUTION TO APPROVE THE VACATION OF A PUBLIC RIGHT-OF-WAY**

**WHEREAS**, a Petition for the Vacation of Right-of-Way has been presented to the Codington County Board of Commissioners. Said right of way petitioned for vacation is described as:

*Public access road located between Lots 10 through 12 of the Plat of Lots 1 through 13 of Polze Subdivision in Government Lot 4 of Section 17, Township 116 North, Range 53 West of the 5th P. M., Codington County, South Dakota; and Lot 14C of the Plat entitled: Schwandt's Pelican View Subdivision in the County of Codington, in Government Lot 4 of Section 17, Township 116 North, Range 53 West of the 5th P. M., Codington County, South Dakota*

And is displayed on "Exhibit Drawing" attached hereto and hereby incorporated by reference.

**WHEREAS**, Michael Bunkers, Diane Bunkers, Joseph Bevers, and Janet Bevers have signed the Petition for Vacation of Right-of-Way indicating that they have reviewed the Petition and consent to the vacation of the right-of-way described in the Petition.

**WHEREAS**, The owner of Lots 10 through 12 of the Plat of Lots 1 through 13 of Polze Subdivision in Government Lot 4 of Section 17, Township 116 North, Range 53 West of the 5th P. M., Codington County, South Dakota; and Lot 14C of the Plat entitled: Schwandt's Pelican View Subdivision in the County of Codington, in Government Lot 4 of Section 17, Township 116 North, Range 53 West of the 5th P. M., Codington County, South Dakota agrees to dedicate an emergency access/turnaround easement.

**WHEREAS**, pursuant to public notice, hearing was held before the Board of County Commissioners on December 23, 2025 at 9:00 a.m., at which time the Petition for vacation was submitted for examination and no protest having been made, motion was made and seconded that the following Resolution be adopted:

**BE IT RESOLVED** that the portion of West Pelican Drive right-of-way/public access road described above shall be and is hereby vacated, and the County Auditor is hereby authorized and directed to certify this Resolution as a matter of record.

Dated at Watertown, South Dakota this 23<sup>rd</sup> day of December, 2025.

The above and foregoing Resolution was moved for adoption by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and upon roll call, all voted aye; thereupon the Chairman declared the same to be duly passed and adopted.

\_\_\_\_\_  
Troy VanDusen, Chairperson

Attest:

\_\_\_\_\_  
Brenda Hanten, Auditor

## **Vacation of Right-of-Way**

Public access road located between Lots 10 through 12 of the Plat of Lots 1 through 13 of Polze Subdivision in Government Lot 4 of Section 17, Township 116 North, Range 53 West of the 5th P. M., Codington County, South Dakota; and Lot 14C of the Plat entitled: Schwandt's Pelican View Subdivision in the County of Codington, in Government Lot 4 of Section 17, Township 116 North, Range 53 West of the 5th P. M., Codington County, South Dakota (Pelican Township)

**Vacation approval**



# Bunkers/Bevers Vacation of Right-of-Way:

Parcel Boundaries



## LETTER OF AGREEMENT

**FIRST DISTRICT ASSOCIATION  
OF LOCAL GOVERNMENTS  
PO BOX 1207  
WATERTOWN SD 57201**

**CODINGTON COUNTY  
14 1<sup>st</sup> AVENUE SE  
WATERTOWN, SD 57201**

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**Referred to as District**

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**Referred to as County**

The County hereby enters into an agreement with the District.

### **THE DISTRICT**

- A. This agreement shall commence on January 1, 2026 and end on or about September 30, 2026.
- B. The District agrees to perform the following work activities:
- Verification or collection of existing and new facility sites/locations.
  - Incorporation of updated facility site information--pictures, site plans, etc., and GIS data into a Geographic Information System, which would be utilized by the Codington County Office of Emergency Management.
  - Facilitating a process which will result in the update of the "hard copy" Hazardous Materials Plan, which would contain:
    - Emergency Notification Roster
    - Codington County OEM Organizational Structure
    - Hazardous Materials Incident Reporting Information
    - Plan of Operation
    - Fixed Facility Site Information
    - Hazardous Materials Facility Plans
    - Transportation Routes
    - Emergency Equipment Listings
    - Hazmat Hazardous Analysis Chemical Summary/Contacts
    - Emergency Responders Procedures Guidelines
    - Farmers and SARA Title III
    - Glossary
    - Definitions
    - Update GIS geodatabase to latest ESRI version
- C. The District will provide two (2) hard copies of the completed plan and a copy of the Microsoft.doc file, so new information can be printed and updated in the existing HAZMAT document by Codington County Emergency Management.
- D. The District will provide any new GIS data and new ESRI.mxd to the Codington County Emergency Management Director.

**THE COUNTY**

- A. Codington County will make payment of one thousand five hundred dollars (\$1,500) to the First District in fourth quarter of 2025.
- A. Codington County will make payment of six thousand dollars (\$6,000) after submittal of the Hazardous Materials Plan to the State of South Dakota.
- B. Total agreement amount (not to exceed) seven thousand five hundred dollars (\$7,500).



12/8/2025

\_\_\_\_\_  
District Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Signature

\_\_\_\_\_  
Date

# Johnson Controls planned service proposal

## Prepared for CODINGTON COUNTY COURTHOUSE

Customer  
CODINGTON COUNTY COURTHOUSE

Local Johnson Controls Office  
3413 S GATEWAY BLVD  
SIOUX FALLS, SD 57106-1555

Agreement Start Date:  
01/01/2026

Proposal Date  
12/09/2025

Estimate No:  
1-1QHPFNJD



## Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

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.

**With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.**



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

## Executive summary

Planned service proposal for CODINGTON COUNTY COURTHOUSE

Dear Steve,

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 5 Years starting 01/01/2026 and ending 12/31/2030.
- The agreement price for first year is \$24,530.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- 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,

Dean Schulze  
Service Manager  
(866) 818-5508

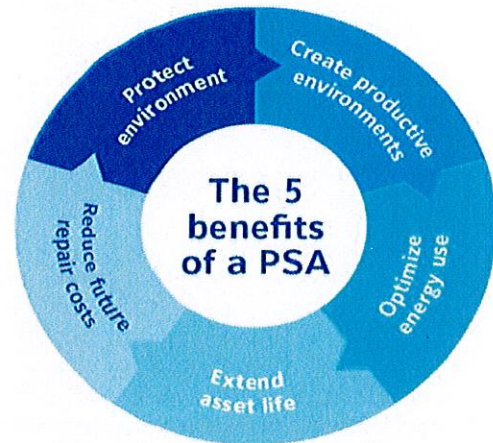
The power behind **your mission**

## 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.

## Our partnership

### 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 delivery

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.

### Combustion Analysis

Combustion analysis and subsequent adjustments are critical to efficient boiler operation. Boiler fuel, whether natural gas or oil, must burn in the proper combination of fuel and air (oxygen). Poor combustion can create soot deposits on the tubes, impairing heat transfer. Incomplete combustion can also lead to the potential formation of CO (carbon monoxide); an odorless gas that can harm occupants in the mechanical room and/or building. Johnson Controls technicians will analyze the flue gas to determine if optimal fuel/air ratios are present.

### Install Updates supplied with Software Subscription

Our expert technicians will install software upgrades (supplied separately) to keep your system up-to-date. This helps minimize disruptions to your daily operations and staff during the upgrade process. Keeping your software up-to-date allows you to take advantage of the latest features and enhancements, and helps maintain compatibility with the latest technology on the market. Updating the system software is also a best practice to minimize cybersecurity vulnerabilities.

### Offsite Backup Storage – Supervisory Controllers

We will backup controllers, objects, and server repositories and provide secure storage of all system backups offsite. This helps provide continuity of operations in cases where there is an incident that causes physical damage to the site. The recovery time involved after a failure is greatly reduced when access to a recovered copy is readily available.

### Operational Visit/Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance and calibrations on the equipment controller for your mechanical equipment. The inspection includes the following tasks:

- Visual inspection of the control panel.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backup of controller program.

**Advantages:** Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

### Operational Visit/Supervisory Controls System Verification

Based on our expertise and factory recommendations, we will execute routine preventative maintenance on the supervisory controllers and servers in your Metasys system. The inspection includes the following tasks:

- Visual inspection of the control panel and cleaning as needed.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backups of controllers, objects, and server repositories.
- Review security database and ensure default passwords are changed.

**Advantages:** Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

#### **Customer Portal / Service Information Access**

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

## 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.

The power behind **your mission**

## Planned Service Agreement

Customer Name : CODINGTON COUNTY COURTHOUSE  
Address: 14 1ST AVE SE WATERTOWN, SD 57201-3611  
Proposal Date: 12/09/2025  
Estimate #: 1-1QHFPNJD

### 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, Supplemental Price and Payment Terms, 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.

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.

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.

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.

### 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 01/01/2026 and will continue until 12/31/2030 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the

end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

### **Refrigerant Charges**

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.



**Schedule A - Equipment List**

<b>CODINGTON COUNTY COURTHOUSE</b>	<b>14 1ST AVE SE WATERTOWN, SD 57201-3611</b>
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**Product: Air Handling Unit (AHU), Make-Up Air Unit (MAU), <15 HP**

Quantity: 1	<b>Services Provided</b>
Coverage Level: Basic	
	1 Operational
	1 Comprehensive

**Product: Air Compressor/Dryer, Air Compressor, Commercial, <5 HP**

Quantity: 1	<b>Services Provided</b>
Coverage Level: Basic	
	1 Operational
	1 Comprehensive

**Product: Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 0-20 points**

Quantity: 7	<b>Services Provided</b>
Coverage Level: Basic	
	1 Operational
	1 Comprehensive

**Product: Controls (Controller/End Devices), Central Cooling Plant, Johnson Controls, 0-50 points**

Quantity: 1	<b>Services Provided</b>
Coverage Level: Basic	
	2 Operational

**Product: Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 0-50 points**

Quantity: 2	<b>Services Provided</b>
Coverage Level: Basic	
	2 Operational

<b>Product: Controls (Controller/End Devices), Generic Input/Output, Johnson Controls, 0-20 points</b>	
Quantity: 3 Coverage Level: Basic	<b>Services Provided</b> 1 Operational 1 Comprehensive

<b>Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS</b>	
Quantity: 1 Coverage Level: Basic	<b>Services Provided</b> 1 Install ADS & NxE software (supplied with Software Upgrade/Subscription) - 1 to 5 NxE's 1 ADS Site Dir Software Subscription 1-year (up to 4 engines) - Subscription Only

<b>Product: Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points</b>	
Quantity: 2 Coverage Level: Basic	<b>Services Provided</b> 1 Operational 1 Offsite Backup Storage

<b>Product: Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points</b>	
Quantity: 35 Coverage Level: Basic	<b>Services Provided</b> 1 Operational

<b>Product: Pump, Hot Water, 0-10 HP</b>	
Quantity: 2 Coverage Level: Basic	<b>Services Provided</b> 1 Operational 1 Comprehensive

**Product: Builtup Unit, Supply-Return Fan, 10-40HP**

Quantity: 2	<b>Services Provided</b>
Coverage Level: Basic	
	1 Operational
	1 Comprehensive

**Product: Pneumatic, Room Thermostat**

Quantity: 75	<b>Services Provided</b>
Coverage Level: Basic	
	1 Operational

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

Quantity: 1	<b>Services Provided</b>	
Coverage Level: Basic		
		1 Cooling Comprehensive (with Economizer)
		2 Operational (Mid Season - Cooling/Heating with Economizer)
	1 Gas Heating Comprehensive (with Economizer)	

**Product: Controls (Controller/End Devices), Roof Top Unit (RTU), Johnson Controls, 0-20 points**

Quantity: 3	<b>Services Provided</b>
Coverage Level: Basic	
	1 Operational
	1 Comprehensive

<b>CODINGTON COUNTY DETENTION CENTER</b>	<b>119 S MAPLE WATERTOWN, SD 57201-3653</b>
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<b>Product: Chiller, Air Cooled, Scroll, 10-40 Tons</b>	
Quantity: 1	<b>Services Provided</b> 1 Operational 1 Condenser Coil Cleaning 1 Comprehensive
Coverage Level: Basic	

<b>Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons</b>	
Quantity: 2	<b>Services Provided</b> 1 Cooling Comprehensive (with Economizer) 1 Gas Heating Comprehensive (with Economizer) 2 Operational (Mid Season - Cooling/Heating with Economizer)
Coverage Level: Basic	

<b>Product: Boiler, Gas-Fired, Fire Tube, 51-150 HP</b>	
Quantity: 2	<b>Services Provided</b> 1 Operational 1 Comprehensive 1 Combustion Analysis
Coverage Level: Basic	

<b>Product: Pump, Hot Water, 0-10 HP</b>	
Quantity: 2	<b>Services Provided</b> 1 Operational 1 Comprehensive
Coverage Level: Basic	

<b>Product: Pump, Chilled Water, 0-10 HP</b>	
Quantity: 2	<b>Services Provided</b> 1 Operational 1 Comprehensive
Coverage Level: Basic	

<b>CODINGTON COUNTY DETENTION CENTER</b>	<b>119 S MAPLE WATERTOWN, SD 57201-3653</b>
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**Product: Air Handling Unit (AHU), Make-Up Air Unit (MAU), <15 HP**

Quantity: 4

Coverage Level: Basic

**Services Provided**

1 Operational

1 Comprehensive

## Equipment tasking

### **Air Compressor/Dryer, Air Compressor, Commercial, <5 HP**

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Drain condensate from tank and check traps
- Check safety relief valve
- Check condition of pulley and belts (if applicable)
- Inspect air filters and wash or replace as needed
- Replace oil in compressor and check for proper level
- Lubricate motor bearings (per manufacturer's recommendations)
- Check PE switch and starter
- Check pressure reducing station for proper operation
- Inspect pressure reducing station filters and clean or replace as required
- Check for proper operation of air drier
- Check air drier condenser coil
- Brush air dryer, condenser and cover grills as required
- 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

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Drain condensate from tank and check traps
- Check safety relief valve
- Check condition of pulley and belts (if applicable)
- Inspect air filters
- Check for proper oil level in compressor
- Lubricate motor bearings (per manufacturer's recommendations)
- Check PE switch and starter
- Check pressure reducing station for proper operation
- Check for proper operation of air drier
- Check air drier condenser coil
- Brush air dryer, condenser and cover grills as required
- Check for unusual noise and vibration
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

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

Comprehensive

- All work must be performed in accordance with Johnson Controls safety policies
- 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/contacter
- 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

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- 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
- 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

**Boiler, Gas-Fired, Fire Tube, 51-150 HP**

Combustion Analysis

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Perform combustion analysis procedures
- Document tasks performed during visit and report any observations to appropriate customer representative

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check factory supplied gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check boiler relief valves for leakage
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valve
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

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Comprehensive

All work must be performed in accordance with Johnson Controls safety policies  
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  
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

**Builtup Unit, Supply-Return Fan, 10-40HP**

Comprehensive

Check with appropriate customer representative for operational deficiencies  
Check operation of control system and dampers  
Check safeties  
Check sheaves and pulleys for wear and alignment  
Check step controller (as applicable)  
Check and tighten bolts, set screws and collars  
Check supply and control air pressures  
Check thermal cutout on electric heaters (as applicable)  
Clean area around equipment  
Clean starter and cabinet  
Check and tighten electrical connections  
Inspect fan wheel and shaft for wear  
Log operating conditions system stabilizer  
Lube fan shaft and motor bearings  
Motor lead megohm test  
Test high static pressure  
Check belt guard  
Test low static pressure  
Test low temperature safety devices  
Check belts and adjust tension  
Perform Annual Comprehensive maintenance tasks in addition to inspection and testing procedures  
Check condition of contacts  
Check contactors for free and smooth operation  
Check damper wear, security and linkage  
Check fan blades  
Check fan and motor bearings  
Complete any required maintenance checklists, report observations to appropriate customer representative

Operational

- Check with appropriate customer representative for operational deficiencies
- Check sheaves and pulleys for wear and alignment
- Check supply and control air pressures
- Clean area around equipment
- Check and tighten electrical connections
- Inspect fan wheel and shaft for wear
- Test high static pressure
- Check belt guard
- Test low static pressure
- Test low temperature safety devices
- Check belts and adjust tension
- Check condition of contacts
- Check contactors for free and smooth operation
- Check fan blades
- Check fan and motor bearings
- Complete any required maintenance checklists, report observations to appropriate customer representative

**Chiller, Air Cooled, Scroll, 10-40 Tons**

Condenser Coil Cleaning

All work must be performed in accordance with Johnson Controls safety policies

- 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

Operational

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Check for proper chilled water flow
- Check system pressures and temperatures
- Check refrigerant charge (sight glass)
- Check for proper capacity control operation
- Check for proper crank case heater operation (if applicable)
- Check for visual signs of refrigerant/oil leak(s)
- Check for unusual noise and vibration
- Check for proper condenser fan operation
- For YK, YMC2, YZ, YD, YVAA, YMAA, and YS - Review the Proactive Parts Replacement Tool for components that may be in need of or recommended for proactive replacement.
- Check overall condition of unit
- Record and log all operating parameters
- Document tasks performed during visit and report any observations to appropriate customer representative

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies

- Check with appropriate customer representative for operational deficiencies
- Review control panel for proper operation and recorded fault histories
- Check for visual signs of refrigerant/oil leak(s)
- Conduct refrigerant leak check
- Check for proper crank case heater operation (if applicable)
- Perform lock-out and tag-out procedure
- Inspect condenser fan and compressor contactors for wear
- Check and tighten electrical connections
- Perform preventative procedures to flow proving devices

Check for unusual noise and vibration  
For YK, YMC2, YZ, YD, YVAA, YMAA, and YS - Review the Proactive Parts Replacement Tool for components that may be in need of or recommended for proactive replacement.  
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

**Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 0-20 points**

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Create local back up of existing program and store on on-site computer and on-site media  
Verify unit is controlling to set points by checking sequences of operations and PID loops  
Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals.  
Notify customer of any issues with those devices  
Identify and notify customer of abnormal point communications  
Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts  
Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)  
Visually validate system outputs from the field controller  
Validate controls safety circuit and alarm verification (coordinate with customer)  
Tighten electrical connections  
Check overall condition of panel and perform visual inspection of unit and surrounding area  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Verify unit is controlling to set points by checking sequences of operations and PID loops  
Identify and notify customer of abnormal point communications  
Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts  
Check overall condition of panel and perform visual inspection of unit and surrounding area  
Document tasks performed during visit and report any observations to appropriate customer representative

**Controls (Controller/End Devices), Central Cooling Plant, Johnson Controls, 0-50 points**

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Verify unit is controlling to set points by checking sequences of operations and PID loops  
Identify and notify customer of abnormal point communications

Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts  
Check overall condition of panel and perform visual inspection of unit and surrounding area  
Document tasks performed during visit and report any observations to appropriate customer representative

**Controls (Controller/End Devices), Central Heating Plant, Johnson Controls, 0-50 points**

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Verify unit is controlling to set points by checking sequences of operations and PID loops  
Identify and notify customer of abnormal point communications  
Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts  
Check overall condition of panel and perform visual inspection of unit and surrounding area  
Document tasks performed during visit and report any observations to appropriate customer representative

**Controls (Controller/End Devices), Generic Input/Output, Johnson Controls, 0-20 points**

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Create local back up of existing program and store on on-site computer and on-site media  
Verify unit is controlling to set points by checking sequences of operations and PID loops  
Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals.  
Notify customer of any issues with those devices  
Identify and notify customer of abnormal point communications  
Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts  
Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)  
Visually validate system outputs from the field controller  
Validate controls safety circuit and alarm verification (coordinate with customer)  
Tighten electrical connections  
Check overall condition of panel and perform visual inspection of unit and surrounding area  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Identify and notify customer of abnormal point communications  
Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts

Check overall condition of panel and perform visual inspection of unit and surrounding area  
Document tasks performed during visit and report any observations to appropriate customer representative

**Controls (Controller/End Devices), Roof Top Unit (RTU), Johnson Controls, 0-20 points**

Comprehensive

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Create local back up of existing program and store on on-site computer and on-site media  
Verify unit is controlling to set points by checking sequences of operations and PID loops  
Check that the damper actuators, valve actuators, variable speed drives, and protections (as applicable) are responding appropriately to control signals.  
Notify customer of any issues with those devices  
Identify and notify customer of abnormal point communications  
Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts  
Verify sensor readings and field calibrate critical sensors used in control loops and alarming functions (as sensor type and controller options allow)  
Visually validate system outputs from the field controller  
Validate controls safety circuit and alarm verification (coordinate with customer)  
Tighten electrical connections  
Check overall condition of panel and perform visual inspection of unit and surrounding area  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Verify unit is controlling to set points by checking sequences of operations and PID loops  
Identify and notify customer of abnormal point communications  
Identify and notify customer of current overrides (e.g. out of service) and negative impacts  
Identify and notify customer of all current alarms and negative impacts  
Check overall condition of panel and perform visual inspection of unit and surrounding area  
Document tasks performed during visit and report any observations to appropriate customer representative

**Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points**

Offsite Backup Storage

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies  
Create local back up of existing program and store on secure off-site branch media  
Document tasks performed during visit and report any observations to appropriate customer representative

Operational

All work must be performed in accordance with Johnson Controls safety policies  
Check with appropriate customer representative for operational deficiencies

- Use compressed air to remove dust from computer case openings and verify operation of CPU and case fans
- Execute Performance Verification to identify abnormal supervisory device communications.
- Execute Performance Verification to identify abnormal diagnostic results (e.g. unbound references, object count).
- Back up all supervisory controllers and OWS/server devices
- Archive object database for Metasys system
- Ensure security database is consistent across devices and that default passwords have been changed
- Back up all server repository databases (e.g. trends, alarms, etc.)
- Document tasks performed during visit and report any observations to appropriate customer representative

**Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points**

Operational

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Run VAV box flow test
- Verify unit is controlling to set points by checking sequences of operations and PID loops
- Identify and notify customer of abnormal point communications
- Identify and notify customer of current overrides (e.g. out of service) and negative impacts
- Identify and notify customer of all current alarms and negative impacts
- Document tasks performed during visit and report any observations to appropriate customer representative

**Controls Software, Supervisory/Server/UI, Johnson Controls, ADS**

ADS Site Dir Software  
Subscription 1-year (up  
to 4 engines) -  
Subscription Only

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Upgrade ADS software to latest Metasys release
- Document tasks performed during visit and report any observations to appropriate customer representative

Install ADS & NxE  
software (supplied with  
Software  
Upgrade/Subscription) -  
1 to 5 NxE's

- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Upgrade ADS software to latest Metasys release
- Upgrade NxE software to latest Metasys release
- Document tasks performed during visit and report any observations to appropriate customer representative

**Pneumatic, Room Thermostat**

Operational

- Check with appropriate customer representative for operational deficiencies
- Inspect, calibrate (as req'd) Complete ATC Device schedule, indicate quantity, actions, follow-up, etc
- Complete any required maintenance checklists, report observations to appropriate customer representative

**Pump, Chilled Water, 0-10 HP**

Comprehensive All work must be performed in accordance with Johnson Controls safety policies  
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

Operational All work must be performed in accordance with Johnson Controls safety policies  
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

**Pump, Hot Water, 0-10 HP**

Comprehensive All work must be performed in accordance with Johnson Controls safety policies  
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

Operational All work must be performed in accordance with Johnson Controls safety policies  
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

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

Cooling Comprehensive (with Economizer) All work must be performed in accordance with Johnson Controls safety policies  
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)

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- 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

Gas Heating  
Comprehensive (with  
Economizer)

All work must be performed in accordance with Johnson Controls safety policies  
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)

All work must be performed in accordance with Johnson Controls safety policies  
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

**Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)**

Year	Total Annual Dollar Amount	Payment Frequency
Year1	\$24,530.00	Quarterly
Year2	\$25,512.00	Quarterly
Year3	\$26,533.00	Quarterly
Year4	\$27,595.00	Quarterly
Year5	\$28,699.00	Quarterly

**Special Additions and Exceptions**

This agreement includes the following discounts on additional labor and material work outside the scope of the contract. Discounts apply to current pricing and rates and are subject to renegotiation.

**Labor Discount: 10%**

**DEU: Exempt**

**Fuel Surcharge: Exempt**

## Johnson Controls Standard Service Terms: One PSA

### Terms

These terms cover the services and equipment provided by Johnson Controls. This Agreement includes the proposal, these terms and any referenced links. Conflicts are resolved in that order.

### Scope of Work

We will provide the services or equipment described in the proposal. If the services include planned maintenance of equipment, only the equipment set forth in our proposal is covered by our services ("**Covered Equipment**"). Unless otherwise agreed in the proposal, services are performed during our normal working hours, excluding holidays. We reserve the right to modify or substitute materials.

### Payment Terms

Services fees are paid annually in advance due 30 days from the invoice date via EFT/ACH, unless stated otherwise. Payment is required before services are performed or equipment is ordered or installed. Failure to pay on time is a breach that permits us to suspend or delay services until full payment is received, without liability, or to terminate this Agreement. Interest may also be charged on unpaid amounts at the lesser of 1.5% per month (19.56% annually) or the highest rate permitted by law. If you require a purchase order to process payments, you must send it to us at least 30 days before the end of a term but you must pay invoices even without a purchase order. No purchase order is required for any emergency services you request.

### Prices

Prices do not cover taxes, fees, duties, tariffs, permits and levies or other charges imposed and/or enacted by a government. You are responsible for these items unless you provide an acceptable exemption certificate. If we need to pay any of these items or the exemption certificate is invalid or only covers some of these items, you must reimburse us on demand for the amounts owing. Prices may be adjusted at any time to reflect changes in costs, labor or market conditions. We will try to notify you of any changes in pricing in advance. Additional charges will be required for: (i) changes to these services or the Covered Equipment; (ii) additional services or equipment; (iii) unexpected site conditions or issues with the Covered Equipment; (iv) appointments that are cancelled less than 24 hours beforehand or for service, warranty or alarm calls caused by your error; (v) changes required to comply with laws, codes and regulations ("**Laws**"), including prevailing wage laws; and (vi) costs to notify and dispatch emergency personnel. We may change prices on equipment or parts prior to shipment or installation to reflect increases in costs from raw materials, third party products, any new or additional tariffs, duties, quotas, taxes, the withdrawal of trade agreement concessions or any unforeseen or other extra cost elements.

### Limited Warranty

We warrant that services will be performed in a good and workmanlike manner for 90 days from the date of performance. Equipment we provide is also warranted to be free from defect in materials and workmanship for 90 days from installation. No warranty is provided for third-party equipment we install or furnish. Third-party HVAC and controls equipment is provided with the third-party manufacturer's warranty to the extent available. This limited warranty does not cover failures, defects, or damages caused in whole or in part by: (i) misuse, neglect, accident, Force Majeure, changes to your premises, or installation, maintenance or repairs not performed by us; (ii) environmental, electrical or other causes beyond our control; (iii) normal wear and tear or corrosion; (iv) use of unauthorized replacement parts or products or using the equipment for purposes not intended by the manufacturer; or (vi) issues arising from your failure to comply with this Agreement or your obligations. To qualify for warranty consideration, you must notify us in writing of your warranty claim prior to the end of the warranty period, complete all instructions on warranty procedures and provide us with reasonable site access to inspect the equipment and/or perform any

necessary warranty work. Your sole remedy is to have defective services re-performed or equipment repaired or replaced at our election. **THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** You need to determine if our equipment are suitable for your use. You assume all risk and liability from their application and your use.

Warranty service does not cover: (i) system upgrades and replacing obsolete systems, equipment, or consumable parts and components ; (ii) reloading, updating, or maintaining software; (iii) additional costs for access, deinstallation, re-installation and transportation; and (iv) the exclusions set out in the Supplemental Terms. If you call us for warranty service and the problem is due to any of these reasons, we may charge you for the service call even if we do not work on the equipment. We may offer these services at an extra cost.

### Customer Obligations

You must provide all relevant information about the equipment and premises, follow all applicable Laws and ensure us safe access. You must operate, test, maintain, and repair the equipment according to manufacturer and our recommendations and notify us immediately of any issues.

In addition, you agree to, (i) obtain necessary licenses and permits and pay related fees and taxes; (ii) provide a suitable environment for the equipment as recommended by us or the manufacturer including heat to avoid freezing; (iii) supply the necessary electrical service, power, heat, heat tracing, water and schematics ; (iv) provide proper water treatment for condensers, cooling towers, and boilers, and protect against environmental issues; (v) set and test alarm systems as recommended by us or the manufacturer; (vi) avoid causing false alarms and reimburse us for any fines or fees; (vii) notify all necessary parties, such as local authorities and monitoring providers, about system testing or repairs; (viii) keep accurate and up-to-date work logs for the equipment; and (ix) take precautions for Covered Equipment failure to prevent injury or property damage. If you do not meet any of these obligations, we are not responsible for equipment breakdowns, repairs, or replacements. We can suspend services until these issues are fixed and charge for any corrective work needed.

For equipment connected to your computer network, we provide and install the software to run the equipment and connect to it based on the network settings you provide. You must provide us with secure access to your computer network as required in our specifications. If we cannot connect to the network or need extra equipment for connectivity, additional charges may apply. Our services do not include changes to the network, security, or firewall settings. You are solely responsible to protect your data, computer network, and products networked or connected to the Internet; and we are not responsible for any loss or damage, as allowed by Law. You should back up data and software before services are performed. You must promptly remove any devices that interfere with the operation of the Covered Equipment.

### Insurance

We do not guarantee that services or equipment will prevent risk of loss at your premises or detect all events. You are responsible for any losses and need to rely on your own insurance. You release and waive for yourself and your insurer all subrogation and other rights to recover from us.

### Limitations on Liability

Neither we or our suppliers or vendors ("JCI Parties") are liable for special, incidental, consequential, punitive or indirect damages, or for lost profits, revenue, data or business interruption. The total liability of the JCI Parties is limited to \$250,000 or 12 months of fees paid to Johnson Controls under this Agreement, whichever is less.

### Claims Limitation; Forum; Choice of Law

Disputes may be resolved in court or through arbitration, as determined exclusively by us. Delaware law governs any agreement performed in the U.S., with disputes resolved in Milwaukee, Wisconsin. Ontario law governs any agreement performed in Canada, with disputes resolved in Ontario. Any claims by you must be brought within one year. The parties waive their right to a jury trial.

## Term and Termination

The term of this Agreement is set out in the proposal and renews automatically for successive terms equal to the length of the original term unless either party gives 60 days' prior written notice of termination to the other party before the end of a term or the parties agree in writing on a different length of renewal term. Either party can terminate for cause with 10 days' notice, but only after written notice the defaulting party has 30 days to cure any alleged default. We can terminate immediately if we can no longer service the Covered Equipment for whatever reason including if we stop selling the Covered Equipment, providing the services or if we cannot obtain equipment, parts or support the technologies. We can terminate this Agreement without cause with 60 days' written notice. Upon termination, you must pay all amounts owed and provide access for us to remove any of our property at your premises and reprogram systems. You are responsible for our costs to enforce this. If you end this Agreement early for any reason, you must also pay us 50% of the service charges for the remaining term of this Agreement. You are responsible for our costs to enforce this.

## Access and Hazardous Materials

You must provide us with reasonable and safe access to the Covered Equipment. We will follow our health and safety policies and applicable Laws. You must inform us of any hazardous conditions or materials (e.g., mold, asbestos containing materials, biohazards) and you are responsible for resolving, removing and disposal. If we encounter hazardous conditions or materials, we may stop work without liability and you are required to provide us reasonable evidence of abatement before we will restart work. Additional charges will apply if access to a confined space is required.

## Force Majeure

We are not in breach or liable for any delays or failures caused, in whole or in part, by any events beyond our control, such as natural disasters, severe weather, public health risks, government actions, cyberattacks, civil disturbances, labor disputes, strikes or shortages of parts or materials ("Force Majeure"). You must allow us additional time to perform the services and reimburse us for increased costs due to such events.

## Data and Intellectual Property; Digitally Enabled Services

You own your data, but we may use it to perform services and you grant us a perpetual, worldwide, irrevocable, royalty free license to use your building data on a de-identified basis. We retain rights to any intellectual property created. Digital enabled services mean services provided under this Agreement that employ our software and cloud-hosted software offerings and tools. They may include, but are not limited to, (i) remote inspection, (ii) advanced equipment fault detection and diagnostics, and (iii) data dashboarding and health reporting. Digital enabled services may require data collection, and you consent to this.

## Software-Digital Solutions

Use of our software, including software to provide digital enabled services and solutions, is governed by our standard terms at <https://www.johnsoncontrols.com/techterms>. These terms apply to the software you are allowed to use, but we retain ownership and rights to the software, including improvements. If provided as part of our services, third-party software is subject to its own terms.

## Privacy

If provided to us, we will process personal data according to our Data Processing Agreement at [www.johnsoncontrols.com/dpa](https://www.johnsoncontrols.com/dpa) and adhere to our privacy notice at <https://www.johnsoncontrols.com/privacy>. You consent to this processing and will ensure all necessary consents are obtained.

## Miscellaneous

Notices must be in writing. This Agreement cannot be assigned without our consent; any assignment without our consent is void. We can assign this Agreement, in whole or in part, or subcontract the work, without notice. Invalid, illegal or unenforceable provisions do not affect the rest of this Agreement. This Agreement is subject to specific supplemental terms located at [www.johnsoncontrols.com/legal/one-psa-supplemental-terms](https://www.johnsoncontrols.com/legal/one-psa-supplemental-terms). In addition, if you

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request us to perform any work outside the scope of this Agreement, you consent to it being performed subject to our standard customer terms then in effect at [www.johnsoncontrols.com/customerterms](http://www.johnsoncontrols.com/customerterms). This Agreement is the entire contract and supersedes prior written or oral communications and documents, and terms in any purchase order or other documents you later provide are rejected. We may convert this Agreement to an electronic format.

[END OF DOCUMENT]

Johnson Controls Standard Service Terms: One PSA, version 6.12.2025