



## Brookings County Outdoor Adventure Center Advisory Board Meeting

Monday, September 25th, 2023 – 12:00 PM

Brookings County Outdoor Adventure Center

2810 22<sup>nd</sup> Ave. S., Brookings, SD

1. Call to Order, 12:00 PM, Monday, September 25th, 2023
2. Invitation for a citizen to schedule time on the BCOAC Advisory Board agenda for an item not listed.  
Anyone wanting to speak during this agenda item must sign in prior to the start of the meeting. Any requested action items must be scheduled for a future meeting date.
3. Determination of a quorum  
Five board members must be present for a quorum
4. Approval of Agenda  
Action: Motion to approve, Comments, Voice Vote
5. Approval of Minutes – July 31st, 2023  
Action: Motion to approve, Comments, Voice Vote
6. Approval of Financial Report  
Action: Motion to approve, Comments, Voice Vote
7. Reports
  - a. Archery Range Committee Report
  - b. Director's Report
  - c. Pistol Range Committee Report
  - d. 4-H Youth Advisor's Report
8. Regular Business
  - a. Price changes at BCOAC  
Action: Motion to approve, Comments, Voice Vote
  - b. Trane PM Service Contract for 2024-2026  
Action: Motion to approve, Comments, Voice Vote
9. Other Business
  - a. Office Space/4-H storage
  - b. Tree grove west of building
  - c. Trees out front (very costly and success rate isn't very good)
  - d. Perks of being a member
  - e. Board Member Terms
    - i. Community at Large, Pistol Range and 4-H/Extension Board Member (1.1.2024-12.31.2025)
10. Adjournment  
Action: Motion to approve, Voice Vote

Next Meeting: Monday, November 20th, 2023, 12:00 PM

MINUTES  
BROOKINGS COUNTY OUTDOOR ADVENTURE CENTER  
ADVISORY BOARD MEETING  
Monday, July 31, 2023, at 12:00 P.M.

The Brookings County Outdoor Adventure Center Advisory Board met on Monday, July 31, 2023, at 12:00 PM with the following members present: Larry Jensen, Shawn Hostler, Arden Sigl, Tim Reed, Dale Storhaug, Marty Stanwick and Andy Dupraz. Others present: Dustin Huber and Stacy Steffensen. Absent: Rocco Murano and Paul Wiese.

**1. Call to Order**

Chairperson Jensen called the meeting to order at 12:00 PM.

**2. Determination of a Quorum**

A quorum was determined as being present for the current meeting.

**3. Approval of Agenda**

Motion to approve the agenda by Hostler, seconded by Sigl. All members voted "aye." Motion carried.

**4. Approval of Minutes**

Motion to approve the minutes from May 22, 2023, by Stanwick, seconded by Hostler. All members voted "aye." Motion carried.

**5. Financial Report**

BCOAC Director Dustin Huber presented year to date revenues and expenditures. He said both are on schedule for the year. He also noted that GF&P rent revenue went up to \$1,100 per month in April. Motion by Hostler, seconded by Stanwick to approve the Financial Report as presented. All members voted "aye." Motion carried.

**6. Reports**

**a. Archery Range Committee Report**

- i. Huber said the archery range has been quiet, but they have been filling it with events during the summer months. He said archery activity will pick up in the fall again.

**b. Director's Report**

- i. Huber discussed attendance and events at the facility, including the "Welcome to Summer" event, rummage sale, 3-range shoot, RSO Appreciation Night and preparations for fall activities.

Andy Dupraz arrived at 12:07 PM.

- ii. He also updated the board on maintenance items, including sprinkler issues, the Trane contract, restocked first aid kits, the upcoming Ban-Koe fire alarm panel check, parking lot updates, and painting exterior doors.
- iii. Huber said the sales tax changed to 4.2% on July 1, 2023, due to the state law change.
- iv. He also discussed GF&P interns, state grant reimbursements, new staff, the RSO class, and signage on the interstate.

**c. Pistol Range Committee Report – submitted by Arden Sigl**

- i. Sigl said they haven't had meetings in May or July. He said they will have to have a meeting in September.

- ii. He said the range is a little slower this time of year, but he does continue to get comments on how nice the range is.

**d. 4-H Youth Program Advisor's Report**

- i. Sonia Mack submitted a report but could not attend the meeting due to 4-H Achievement Days activities.

**7. Regular Business**

- a. Motion by Sigl, seconded by Stanwick to recommend adding arrow sculptures to the northeast corner of the building. Huber said he's been working with Infinite Welding of Volga to construct 3 large metal arrows – 14', 10' and 6' tall – that would be cemented into the ground as part of the landscaping at the BCOAC. He said he thought it would show what the facility offers very clearly for passers-by. The board discussed the depth of the concrete in the ground and lighting. All members voted "aye." Motion carried. This will be on the agenda for the next Brookings County Commission meeting.

**8. Other Business**

- a. Huber said the new office space and storage room project are on track to start at the end of August. He said they are tentatively scheduled to be done by the end of October.
- b. Huber also discussed proposed pricing changes for 2024. The board discussed memberships and possible membership events.

**9. Adjournment**

- a. Motion to adjourn by Reed, seconded by Hostler. All members voted "aye." Motion carried.

**10. Next Meeting Date**

- a. The next meeting is Monday, September 25, 2023, at 12:00 PM at the BCOAC.

101-GENERAL FUND

75.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
101-3-3411900 OTHER/MV FEES	16,000.00	1,633.00	12,341.00	77.13	3,659.00
101-3-3412100 GENERAL FEES	134,000.00	11,475.00	77,926.73	58.15	56,073.27
101-3-3412200 TRANSFER FEES	180,000.00	19,597.00	180,840.00	100.47 (	840.00)
101-3-3412800 BIRTH & DEATH FEES	12,000.00	895.00	8,510.00	70.92	3,490.00
101-3-3412900 OTHERS (COPIES)	5,000.00	444.00	2,887.00	57.74	2,113.00
101-3-3414200 CRT. APPOINT. ATT'Y	180,000.00	34,695.38	156,778.45	87.10	23,221.55
101-3-3414210 RESTIT	2,500.00	0.00	1,495.74	59.83	1,004.26
101-3-3414220 CIVIL JUDGEMENT/CAA	0.00	0.00	0.00	0.00	0.00
101-3-3414300 DIVORCE FEES	2,000.00	100.00	1,375.00	68.75	625.00
101-3-3414400 JUVENILE DETENTION	0.00	0.00	0.00	0.00	0.00
101-3-3415100 CLERK OF COURTS FEES	42,000.00	3,445.10	26,325.24	62.68	15,674.76
101-3-3417500 zoning 911 sign fee	400.00	60.00	658.00	164.50 (	258.00)
101-3-3418100 ELECTIONS	0.00	0.00	0.00	0.00	0.00
101-3-3419000 GIS/ESRI OTHER FEES	20,000.00	0.00	82,337.79	411.69 (	62,337.79)
101-3-3421100 SHERIFF FEES	75,000.00	8,557.94	77,090.83	102.79 (	2,090.83)
101-3-3421200 SECURITY REIMBURSEMENT	13,000.00	0.00	5,517.50	42.44	7,482.50
101-3-3421300 Law Enforcement Contract	187,142.00	5,156.34	138,610.36	74.07	48,531.64
101-3-3421400 ANIMAL CONTROL	5,000.00	466.02	2,399.50	47.99	2,600.50
101-3-3421700 INMATE/TELEPHONE	15,000.00	0.00	1,608.15	10.72	13,391.85
101-3-3421900 OTHERS	14,539.00	339.00	11,543.00	79.39	2,996.00
101-3-3422200 FROM OTHER COUNTIES	200,000.00	46,360.00	263,409.40	131.70 (	63,409.40)
101-3-3422300 WORK RELEASE	15,000.00	2,069.00	11,252.25	75.02	3,747.75
101-3-3422400 TRANSPORT. OF PRISONER	0.00	0.00	0.00	0.00	0.00
101-3-3422500 JAIL COST REIMBUR/COMMISSARY	50,000.00	4,240.18	60,130.79	120.26 (	10,130.79)
101-3-3422600 REST. FOR PRISONERS	3,000.00	85.37	228.95	7.63	2,771.05
101-3-3422800 STATE CHECK (PRISONERS)	13,000.00	5,520.03	13,290.03	102.23 (	290.03)
101-3-3427000 ELECTRONIC MONITOR PAYMENT	11,000.00	1,580.00	13,290.61	120.82 (	2,290.61)
101-3-3441100 WELFARE RECOVERIES	20,000.00	456.85	13,943.72	69.72	6,056.28
101-3-3441900 WORKMAN'S COMP	0.00	0.00	0.00	0.00	0.00
101-3-3442400 WIC	20,000.00	0.00	14,038.64	70.19	5,961.36
101-3-3442900 OTHER HEALTH ASSISTANCE	0.00	0.00	0.00	0.00	0.00
101-3-3443000 PAYMENT FOR MI	0.00	0.00	0.00	0.00	0.00
101-3-3443100 CHILD SUPPORT	0.00	0.00	0.00	0.00	0.00
101-3-3444100 PAYMENT FOR MI	0.00	0.00	2,190.87	0.00 (	2,190.87)
101-3-3444200 PRISONERS MEDICAL/MEDICINE	2,000.00	0.00	1,039.93	52.00	960.07
101-3-3452000 OAC GOODS & SERVICES	110,000.00	3,043.57	76,047.21	69.13	33,952.79
101-3-3452006 BCOAC GIFT CARDS	0.00	0.00	0.00	0.00	0.00
101-3-3452007 OAC NOT TAX ITEMS	2,000.00	0.00	2,472.25	123.61 (	472.25)
101-3-3461000 ZONING INSPECTION FEES	20,000.00	3,400.00	17,768.00	88.84	2,232.00
101-3-3481000 WEED & PEST FEES	35,000.00	2,057.44	14,861.49	42.46	20,138.51
101-3-3481100 WEED & PEST STATE DOT	0.00	0.00	0.00	0.00	0.00
101-3-3482000 GOPHER BOUNTY	1,500.00	0.00	927.00	61.80	573.00
TOTAL CHARGES FOR GOODS & SERV	1,488,481.00	163,937.22	1,361,211.88	91.45	127,269.12
FINES & FORFEITS					
101-3-3510000 PARKING LOT FINES	0.00	0.00	0.00	0.00	0.00
101-3-3520000 COSTS (CLERK OF COURTS)	80,000.00	6,433.38	56,552.79	70.69	23,447.21
101-3-3530000 FORFEITS (CLK. OF COURTS)	25,000.00	1,050.00	4,632.50	18.53	20,367.50
TOTAL FINES & FORFEITS	105,000.00	7,483.38	61,185.29	58.27	43,814.71

BROOKINGS COUNTY  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: SEPTEMBER 30TH, 2023

101-GENERAL FUND

75.00% OF YEAR COMP.

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MISC. REVENUE</u>					
101-3-3611000 INTEREST FROM BANKS	45,000.00	398.76	450,249.35	1,000.55 (	405,249.35)
101-3-3620000 RENT-FAMILY PLANNING	950.00	0.00	855.00	90.00	95.00
101-3-3621000 STATE HEALTH RENT	2,400.00	0.00	1,800.00	75.00	600.00
101-3-3622000 GF&P RENT	12,000.00	1,100.00	9,600.00	80.00	2,400.00
101-3-3640000 WORKMEN'S COMP.	0.00	0.00	0.00	0.00	0.00
101-3-3650000 REFUND-INSURANCE	0.00	0.00	0.00	0.00	0.00
101-3-3660000 REFUND OF PRIOR YR EXPENDITURE	0.00	0.00	0.00	0.00	0.00
101-3-3670000 DONATIONS	0.00	0.00	0.00	0.00	0.00
101-3-3680000 WIND FARM ENERGY ASSISTANCE	0.00	0.00	0.00	0.00	0.00
101-3-3690000 OTHERS	30,179.62	261.40	87,749.93	290.76 (	57,570.31)
101-3-3691000 CASH LONG-SHORT	0.00 (	9.20)	164.41	0.00 (	164.41)
101-3-3693000 WEBSITE FEES	20,000.00	400.00	11,735.07	58.68	8,264.93
TOTAL MISC. REVENUE	110,529.62	2,150.96	562,153.76	508.60 (	451,624.14)
<u>OTHER FINANCING SOURCES</u>					
101-3-3710000 Transfers In	0.00	0.00	0.00	0.00	0.00
101-3-3730000 Insurance Proceeds	14,647.00	0.00	42,349.40	289.13 (	27,702.40)
101-3-3740000 SURPLUS SALE	6,000.00	0.00	0.00	0.00	6,000.00
TOTAL OTHER FINANCING SOURCES	20,647.00	0.00	42,349.40	205.11 (	21,702.40)
<u>DEBT</u>					
101-3-3912000 PAYMENTS TO REFUNDED DEBT	0.00	0.00	0.00	0.00	0.00
TOTAL DEBT	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUE</b>	<b>16,754,143.56</b>	<b>237,630.50</b>	<b>11,348,227.86</b>	<b>67.73</b>	<b>5,405,915.70</b>

BROOKINGS COUNTY  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2023

101-GENERAL FUND

75.00% OF YEAR COMP.

BCOAC	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>DEPARTMENTAL EXPENDITURES</b>					
<b>PERSONAL SERVICES</b>					
101-4-528-4110 SALARIES	156,244.00	12,020.49	117,012.08	74.89	39,231.92
101-4-528-4120 SOCIAL SECURITY	11,953.00	882.65	8,618.93	72.11	3,334.07
101-4-528-4130 RETIREMENT	7,114.18	0.00	4,693.97	65.98	2,420.21
101-4-528-4140 WORKMEN'S COMP	727.65	0.00	571.26	78.51	156.39
101-4-528-4150 HEALTH INSURANCE	31,831.08	0.00	14,836.24	46.61	16,994.84
101-4-528-4151 DENTAL	1,288.32	0.00	804.16	62.42	484.16
101-4-528-4153 VISION	249.24	0.00	155.68	62.46	93.56
101-4-528-4154 RISK	2,100.00	0.00	2,100.00	100.00	0.00
101-4-528-4160 UNEMPLOYMENT	0.00	0.00	0.00	0.00	0.00
101-4-528-4161 COMPENSATED ABSENCES	0.00	0.00	0.00	0.00	0.00
101-4-528-4170 VACATION & SICK SALARIES	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONAL SERVICES	211,507.47	12,903.14	148,792.32	70.35	62,715.15
<b>OTHER CURRENT EXPENSES</b>					
101-4-528-4210 OTHER INSURANCE	5,500.00	0.00	0.00	0.00	5,500.00
101-4-528-4220 PROFESSIONAL SERV & FEES	15,000.00	619.80	5,918.61	39.46	9,081.39
101-4-528-4230 PUBLISHING	10,000.00	0.00	5,101.23	51.01	4,898.77
101-4-528-4250 REPAIR & MAINT	66,000.00	2,551.40	56,665.58	85.86	9,334.42
101-4-528-4260 SUPPLIES & MATERIALS	36,000.00	1,001.87	13,239.60	36.78	22,760.40
101-4-528-4265 FUEL/GASOLINE	0.00	0.00	0.00	0.00	0.00
101-4-528-4268 TECHNOLOGY	3,000.00	568.17	1,839.46	61.32	1,160.54
101-4-528-4270 TRAVEL & CONFERENCE	1,000.00	0.00	0.00	0.00	1,000.00
101-4-528-4280 UTILITIES/CELL PHONES	47,000.00	4,613.94	40,270.23	85.68	6,729.77
101-4-528-4290 OTHER	0.00	0.00	0.00	0.00	0.00
101-4-528-4293 FIREARM RANGE UPKEEP	20,000.00	0.00	19,941.28	99.71	58.72
TOTAL OTHER CURRENT EXPENSES	203,500.00	9,355.18	142,975.99	70.26	60,524.01
<b>CAPITAL ASSETS</b>					
101-4-528-4340 MACHINERY & MINOR EQUIPMENT	1,000.00	0.00	5,962.66	596.27	4,962.66
101-4-528-4350 MAJOR EQUIPMENT	17,000.00	0.00	9,700.00	57.06	7,300.00
TOTAL CAPITAL ASSETS	18,000.00	0.00	15,662.66	87.01	2,337.34
<b>TOTAL BCOAC</b>	<b>433,007.47</b>	<b>22,258.32</b>	<b>307,430.97</b>	<b>71.00</b>	<b>125,576.50</b>



**Director's Report  
September 25th, 2023 @ noon**

1.) Attendance/Events Since July 31st

- a. JOAD started
- b. It's Fall Y'all (Oct. 21<sup>st</sup>)
- c. GFP Interns
- d. Decoy Trailer
- e. Auction
- f. 3D targets every Wednesday and Thursday

2.) Maintenance

- a. Ban-Koe did the yearly service on fire alarm panel
- b. Removed trees to get ready for arrows
- c. Fixed some guns with Stern Custom Gunsmithing
- d. Trane fixed the concourse unit (fan motor and transformer) and a UC 600 went out in the MAU-1 gun range unit

3.) Sign off interchange

4.) Grant for 2024 was approved

5.) Office Project

Questions?

1st Annual  
**Ho Fall Y'all**  
Sale

Crafts, food and rummage sale!

**October 21, 2023**  
**8:00am - 1:00pm**  
Brookings County  
Outdoor Adventure  
Center  
2810 22nd Ave S

14,000 sq ft of fun  
and deals  
Free to the public!

**S A L E S A L E S A L E S A L E**

\$40 + tax per 10 x 10 booth (can purchase more than one)

ATTN:  
Vendors

Each booth includes 1 table, 2 chairs

Load in/set up Friday afternoon  
5pm-7:30pm, or 7am-8am  
Saturday

Tear down Saturday 1pm - 5pm

Must Register and pay by  
October 14th (with check only)

To register or to ask questions, email  
[dhuber@brookingscountysd.gov](mailto:dhuber@brookingscountysd.gov)





Brookings County Outdoor  
Adventure Center



Brookings County 4-H



SD Game, Fish & Parks



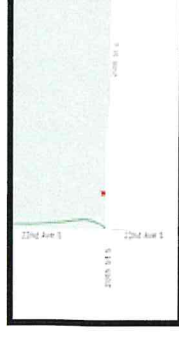
**Material:** Aluminum

**Size:** 24" x 36" or 36" x 48"

**Legend, Border:** White (Retroflective)

**Background:** Blue (Retroflective)

**Placement Location:** East of 22nd Ave/20th St. S. intersection within  
City ROW facing Westbound traffic



Brookings County Outdoor Adventure Center  
PRC Report to the BCOAC Board  
Board Meeting September 25 , 2023

Pistol Range Committee  
Meeting Agenda

5:30 pm, Tuesday, September 12, 2023

Note: The previous two bimonthly scheduled meetings (March 14, and May 8) were not held due to the agendas not having action items.

1. Call to Order
2. Citizen input
3. Approval of Agenda
4. Approval of Minutes (Previous Meeting)
5. Director's Report (Given for Dustin Huber by Lisa Bruty)
6. Advisory Board Report
7. Approval of New RSO and Class A ratings.

\* The preceding items 1 - 7 are part of the standard agenda.

\*\* The resignation of Adam Steinhauer from the PRC Committee was accepted.

8. Agenda items listed under no. 8 are items for discussion, and/ or action.

\*\* The item passed at the March 14, meeting was on the agenda for action and/or discussion. It is repeated below. The sentence in bold print was offered to be added to the March 14 item. This was discussed with no action being taken. Therefore, the March 14 agenda item remains as originally passed on that date.

#### Adjournment

Next Scheduled PRC meeting Sept. 14 , 2023.

*Note: At the March 14, PRC Meeting the following item was discussed and passed unanimously.*

*\*\* The consensus was to keep the current bimonthly meeting schedule. The Chairperson will initiate a request for agenda items from the membership. The Chairperson may independently develop an agenda item. Depending on the response, A notice of the agenda will be sent, or if no items are received a notice will be sent to members that the meeting will not be held. **In no case shall more than one following meeting be skipped.***

The current officers of the PRC: Mike Kilmer, chairperson; Arden Sigl, vice chairperson; Gary Englund, secretary.

Arden Sigl

Submitted: September 23, 2023

## 4-H Advisor Report

September 25, 2023

Sonia Mack – SDSU Extension 4-H Youth Program Advisor, Brookings County

### Shooting Sports

Summer shooting sports wrapped up with the Fall State Shoot held September 8, 9, and 10 in Mitchell, SD.

Fall Shoot – Shotgun	Beginner	Junior	Senior
Trap	1	8	11
Skeet			4
Sporting Clays		1	5
Fall Shoot – Muzzle loader		1	2

#### Shotgun highlights:

- Beginner Trap – Dustin Underwood, 5<sup>th</sup> place
- Junior Trap – Jackson Sebring, 1<sup>st</sup> place; Landon Gerjets, 4<sup>th</sup> place
- Junior Skeet – Jackson Sebring, 1<sup>st</sup> place
- Senior Skeet – Samson Storhaug, 4<sup>th</sup> place
- Junior Sporting Clays – Jackson Sebring, 1<sup>st</sup> place
- 1<sup>st</sup> Place Junior Trap Team – Jackson Sebring, Brady Rebelein, Landon Gerjets, Ajay Feucht
- 2<sup>nd</sup> Place Senior Skeet Team – Alexander Storhaug, Thomas Smith, Trevor Shultz, Paige Foster
- 4<sup>th</sup> Place Senior Sporting Clays Team – Alexander Storhaug, Thomas Smith, Trevor Shultz

#### Muzzleloader highlights:

- Overall Muzzleloader – Elizabeth Shultz, 1<sup>st</sup> place senior
- Senior Bottles – Elizabeth Shultz, 1<sup>st</sup> place
- Senior Critters – Elizabeth Shultz, 3<sup>rd</sup> place; Josie Nold, 5<sup>th</sup> place
- Senior Bullseye – Elizabeth Shultz, 2<sup>nd</sup> place
- Junior Bottles – Carter IntVeld, 2<sup>nd</sup> place

### Summer Events

Summer events have concluded as all state competitions have been held as of September 16, 2023.

#### Achievement Days Highlights:

	Beef	Dairy	Display	Meat Goat	Poultry	Rabbit	Sheep	Swine	YIA	Comp Animal
Exhibit Numbers (with results)	31	6 – Cattle 18 – Goat	998	41	104	58	53	46	51	19

**State Horse Show Highlights:**

- 2<sup>nd</sup> Place Junior Horse Quiz Bowl, Individual – Maddisyn Thompson
- 1<sup>st</sup> Place Senior Quiz Bowl, Individual – Josie Nold
- 5<sup>th</sup> Place Senior Hippology, Individual – Josie Nold

**State Dog Show Eastern Championships Highlights:**

- 2<sup>nd</sup> Place Junior Obedience, Pre-Novice – Dailynn Schomp
- 1<sup>st</sup> Place Junior Obedience, Novice – Josclynn Schomp
- 3<sup>rd</sup> Place Junior Obedience, Novice – Hailey Fredrickson
- 1<sup>st</sup> Place Junior Showmanship, Open – Josclynn Schomp
- 3<sup>rd</sup> Place Junior Showmanship, Open - Dailynn Schomp
- 2<sup>nd</sup> Place Junior Agility, On Leash – Josclynn Schomp
- 3<sup>rd</sup> Place Junior Rally, Novice – Josclynn Schomp
- 1<sup>st</sup> Place Beginner Agility, On Leash – Hayes Schomp
- 1<sup>st</sup> Place Beginner Obedience, Basic – Hayes Schomp
- 1<sup>st</sup> Place Beginner Rally, Novice – Hayes Schomp
- 2<sup>nd</sup> Place Beginner Showmanship, Novice – Hayes Schomp

**State Fair Highlights:**

- 112 Brookings County 4-H members participated in the 4-H division of the SD State Fair.
  - 36 beginners (ages 8 – 10)
  - 49 juniors (ages 11 – 13)
  - 32 seniors (ages 14 – 18)

	Beef	Dairy Goat	Display	Meat Goat	Poultry	Rabbit	Sheep	Swine	YIA	Companion Animal
Exhibit Numbers (with results)	20	11	298	32	27	10	39	38	36	2

**4<sup>th</sup> Place Beginner Consumer Decision Making (CDM) team** – Kaylin Gjernes, Harper Hill, Halle IntVeld

**1<sup>st</sup> Place Junior CDM Team** – Jackson Hestermann, Callie VanderWal, Cooper VanderWal, Bailey Gjernes

**2<sup>nd</sup> Place Junior CDM Team** – Carter IntVeld, Lydia Helkenn (Beadle Co), Hailey Schoenfelder (Beadle Co)

**2<sup>nd</sup> Place Individual, Junior CDM** – Jackson Hestermann

**1<sup>st</sup> Place Beginner Horticulture Skill-a-Thon Team** – Kaylin Gjernes, Halle IntVeld, Mauer Jones

**3<sup>rd</sup> Place Individual, Beginner Horticulture** – Kaylin Gjernes

**2<sup>nd</sup> Place Junior Horticulture Skill-a-Thon Team** – Carter IntVeld, Bailey Gjernes, Cooper VanderWal

**Fashion Revue**

- Fashion Revue 4<sup>th</sup> Place Senior – Aubrey Underwood
- Fashion Revue 2<sup>nd</sup> Place Junior – Talissa Tangen
- Fashion Revue 4<sup>th</sup> Place Junior – Quinn Ulvestad
- Fashion Revue 2<sup>nd</sup> Place Beginner – Avaley Hestermann

### **Dairy Goat**

- Reserve Champion Any Other Breed – Louis Yoshida
- 4<sup>th</sup> Place Senior Showmanship – Catherine Klein
- 1<sup>st</sup> Place Junior Showmanship – Maddisyn Thompson

### **Meat Goat**

- Commercial Breeding Meat Goat 4<sup>th</sup> Overall – Talissa Tangen
- Wether Dam Breeding Meat Goat 4<sup>th</sup> Overall – Ashlyn Tangen
- 2<sup>nd</sup> Place Junior Wether Dam/Market Goat Showmanship – Tosten Tangen
- 4<sup>th</sup> Place Beginner Breeding Goat Showmanship – Andrew Moe
- 1<sup>st</sup> Place Junior Breeding Goat Showmanship – Hannah Jo Skovly
- 3<sup>rd</sup> Place Junior Breeding Goat Showmanship – Zachary Shultz
- 1<sup>st</sup> Place Senior Breeding Goat Showmanship – Drew Pederson

### **Companion Animal**

- 2<sup>nd</sup> Place Junior Showmanship – Grace VanderWal
- 1<sup>st</sup> Place Senior Showmanship – Garrett VanderWal

### **Poultry**

- 3<sup>rd</sup> Place Junior Showmanship - Bailey Gjernes
- 1<sup>st</sup> Place Beginner Showmanship – Kaylin Gjernes
- 5<sup>th</sup> Place Overall Poultry – Kaylin Gjernes
- Champion All Other Combs, Clean-Legged Bantam – Catherine Klein
- Champion Breeding Turkey – Bailey Gjernes
- Champion Game Bantam – Aubrey Underwood
- Reserve Champion English Individual Cockerel – Harper Hill
- Reserve Champion Market Roaster – Kaylin Gjernes

### **Rabbit**

- Best of Breed New Zealand – Cheyenne Vander Wal
- Reserve Best of Breed Flemish Giant – Cheyenne Vander Wal

### **Sheep**

- Reserve Champion Dorset Late Spring Ewe – Dustin Underwood
- Reserve Champion Southdown Late Spring Ram – Emily Robbins
- Grand Champion Southdown Yearling Ewe – Josie Nold
- Grand Champion Suffolk Slick Early Spring Ewe – Raesa Zelinsky

- 1<sup>st</sup> Place Beginner Breeding Sheep Showmanship – Dustin Underwood
- 3<sup>rd</sup> Place Senior Breeding Sheep Showmanship – Josie Nold

**Swine**

- 2<sup>nd</sup> Over All Breeding Gilt – Jonathan Moe
- Champion Purebred Breeding Gilt – Andrew Moe
- 4<sup>th</sup> Over All Breeding Gilt – Andrew Moe
- Reserve Champion Berkshire Breeding Gilt – Caden Singrey
- Reserve Champion Hampshire Breeding Gilt – Cooper VanderWal
- Reserve Champion Spotted Breeding Gilt – Dylan Singrey
- 2<sup>nd</sup> Overall Market Swine – Jonathan Moe
- 5<sup>th</sup> Overall Purebred Market Barrow – Ryder Ford

**State Livestock Skill-a-Thon & Judging Highlights:**

- 2<sup>nd</sup> Place Senior, Skill-a-thon – Josie Nold
- 2<sup>nd</sup> Place Senior, Judging – Josie Nold
- 5<sup>th</sup> Place Junior, Judging – Hannah Jo Skovly
- 1<sup>st</sup> Place Senior, Judging Team – Josie Nold, Chance Blum, Kenidey Effling, Jady Ledoux

The 4-H year ends on September 30, 2023 and the 2023-24 year begins on October 1, 2023. We will end the year with:

4-H Year	Enrolled 4-H Members	Registered 4-H Volunteers
2022 – 2023	346	75
2021 – 2022	346	66
2020 – 2021	308	70
2019 - 2020	316	71
2018 – 2019	348	69
2017 – 2018	322	64
2016 – 2017	318	50
2015 – 2016	327	55

**September 2023**

SDSU Extension will hold its Annual Conference September 26 – 28 in Pierre.

Make Your Dash Count mixer will be held in Watertown on Saturday, September 30.

**October 2023**

October 2 – 8 is National 4-H Week and the theme is *I ♥ 4-H*. Rocks have been decorated and distributed throughout communities to spread positive feelings and include a QR code to share information about the “4-H Cookies & Questions” event that will be held on Monday, October 2 from 4:30 – 6:30 pm.

4-H record books and awards nominations, submitted by 4-H leaders and members, are due October 6. Awards winners will be selected, and awards will be presented on Tuesday, November 14 at the BCOAC.

I will be attending the NAE4-HYDP annual conference October 9 – 13 in Pittsburg, PA. My co-worker and I are presenting a professional development session titled, *“Skip the Help Wanted Ads: Career Exploration at your Fingertips”* on Wednesday, October 11. Additionally, the group of 4-H Youth Program Advisors (6) from the northeast corner of SD are being recognized as the regional award (North Central Region) winners for the Excellence in Teamwork Award.

4-H will be participating in the 2023 Hobo Day Parade on October 14; members will be tossing Baby Bel cheese to the crowd.

Brookings 4-H Shooting Sports will host an instructor training on Saturday, October 28 at the BCOAC.

4-H Shooting Sports will hold an open house on Sunday, October 29 (4 – 5:30 pm) to answer questions from new members and visit with visitors about disciplines, equipment, and the schedule.

### ***November 2022***

The 4-H Recognition Event will be held in the archery range of the BCOAC on Tuesday, November 14.



### Proposed Price Changes 2023

Gun Range	Current	Proposed	% change	Archery Range	Current	Proposed	% change
Adult Pass	\$15.00	\$15.00	0%	Adult Pass	\$10.00	\$12.00	20% ↑
Youth Pass	\$7.50	\$7.50	0%	Youth Pass	\$7.50	\$7.50	0%
Combination Pass	\$20.00	\$20.00	0%				
1 year Membership-Adult	\$175.00	\$175.00	0%	1 year Membership-Adult	\$125.00	\$125.00	0%
1 year Membership-youth	\$100.00	\$100.00	0%	1 year Membership-youth	\$75.00	\$75.00	0%
1 year membership-family	\$300.00	\$300.00	0%	1 year membership-family	\$225.00	\$250.00	11% ↑
6 month Membership-Adult	\$150.00	\$125.00	17% ↓	6 month Membership-Adult	\$100.00	\$100.00	0%
6 month membership-Youth	\$75.00	\$75.00	0%	6 month membership-Youth	\$50.00	\$50.00	0%
6 month membership-Family	\$200.00	\$200.00	0%	6 month membership-Family	\$150.00	\$150.00	0%
3 month membership	\$55.00	\$75.00	36% ↑	3 month membership	\$55.00	\$75.00	36% ↑
1 year Combo-Adult	\$250.00	\$250.00	0%				
1 year Combo-Youth	\$150.00	\$150.00	0%				
1 year Combo-Family	\$400.00	\$450.00	12.50% ↑				
6 month Combo-Adult	\$175.00	\$175.00	0%				
6 month Combo-Youth	\$100.00	\$100.00	0%				
6 month Combo-Family	\$300.00	\$300.00	0%				
<b>Facility Rental</b>							
Classroom-Hourly	\$35.00	\$50.00	42% ↑	\$50 x 8 hours=\$400			
Classrom-Day rate	\$200.00	\$250.00	25% ↑	day rate = 1/2			
Boardroom-Hourly	\$25.00	\$25.00	0%	\$25 x 8 hours=\$200			
Boardroom-Day Rate	\$100.00	\$100.00	0%	day rate = 1/2			



Trane U.S. Inc.  
 6225 S Pinnacle Place, Suite 101  
 Sioux Falls, SD 57105  
 Phone: (605) 336-8500

August 31, 2023

Brookings County  
 2810 22<sup>nd</sup> Ave  
 Brookings, SD 57006

Site Address:  
 Brookings County Outdoor Adventure Center  
 2810 22nd Ave S  
 Brookings, SD 57006

**ATTENTION:** Dustin Huber

**SUBJECT:** Continuation of HVAC Service Agreement at Brookings County Outdoor Adventure Center

Your existing 3 year Trane Service Agreement 2935131 is scheduled for renewal on December 1, 2023. To assure that there will be no interruption of service and benefits to Brookings County Outdoor Adventure Center your Service Agreement 7430541 will be extended through November 30, 2026. The adjusted Service Fees for the renewal term is set forth in the following table:

Contract Year	Gun Range Dynamic Air Filters USD	Total Agreement Payment USD	Payment Term
Year 1	\$8,100.00	\$22,704.00	Annual
Year 2	\$8,546.00	\$23,953.00	Annual
Year 3	\$9,016.00	\$25,270.00	Annual

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

**SCOPE OF SERVICE**

The Scope of Service for the new agreement period will remain the same as delivered in the current period:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC Building Automation	1	Trane	BMSC000AAA	E13G62261	Tracer SC BAS

**Service Description**  
 System Analysis and Review

**Quantity Per Term**  
 12 (4 per yr)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air Cooled Condensing Unit	1	Trane	4TTB3018G1	13112JY53F	ACCU East
Air Cooled Condensing Unit	1	Trane	4TTB3018G1	131435BD3F	ACCU West

**Service Description**  
 Annual Operational Inspection + Condenser Coil Cleaning

**Quantity Per Term**  
 3 (1 per yr)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Gun Range Filter Housing AHU	1	Trane	CSAA026UAD	K13C21126	Gun Range AHU

**Service Description**  
 Annual Replace Dynamic Air Filters  
 Replace 2" Air Filters

**Quantity Per Term**  
 3 (1 per yr)  
 12 (4 per yr)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Furnace	1	Trane	TAM4A0A18S	13122J50AV	Furnace West
Furnace	1	Trane	TUH1B040A9	13161NLW2G	Furnace East

**Service Description**  
 Operational Inspection + Replace Air Filter

**Quantity Per Term**  
 12 (4 per yr)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Makeup AHU Gun Range	1	Trane	OA3D480A3	221472-1-1	Fresh Air Unit Gun Range

**Service Description**  
 Cooling Operational Inspection + Replace Air Filters + Condenser Coil Cleaning  
 Heating Operational Inspection + Replace Air Filters + Replace Belt (if needed)  
 Replace Air Filters

**Quantity Per Term**  
 3 (1 per yr)  
 3 (1 per yr)  
 6 (2 per yr)

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Packaged Rooftop Unit	1	Trane	YHC037E3RL	211110848L	RTU 1
Packaged Rooftop Unit	1	Trane	YSD150F3RH	131210756D	RTU 2
Packaged Rooftop Unit	1	Trane	YSC048E3RH	131511513L	RTU 3
Packaged Rooftop Unit	1	Trane	YHC102E3RH	131513323L	RTU 4
Packaged Rooftop Unit	1	Trane	YHD150F3RH	131210819D	RTU 5

**Service Description**  
 Replace Air Filters  
 Cooling Operational Inspection + Replace Air Filters  
 Heating Operational Inspection + Replace Air Filters + Replace Belt (if needed)  
 Condenser Coil Cleaning

**Quantity Per Term**  
 12 (4 per yr)  
 3 (1 per yr)  
 3 (1 per yr)  
 3 (1 per yr)

**TERMS & CONDITIONS**

Terms & Conditions for the renewal period are attached.

**CLARIFICATIONS**

If Brookings County accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,

Alex Taylor – Account Manager  
 Cell: 605-553-2570  
 Email: alex.taylor@trane.com  
**Trane**

Griffin Ellison – Account Manager  
 Cell: 605-351-9398  
 Email: griffin.ellison@trane.com  
**Trane**

CUSTOMER ACCEPTANCE
_____
Authorized Representative
_____
Printed Name
_____
Title
_____
Purchase Order
_____
Acceptance Date

## TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

**1. Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Intelligent Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

**4. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

**5. Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

**6. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

**7. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

**8. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

**9. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses

involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**10. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Products(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**11. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE INTELLIGENT SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

**13. CONTAMINANTS LIABILITY.** The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

**15. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

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

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect

but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

**18. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**19. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-80, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**20. U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**21. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (1122)  
Supersedes 1-26.130-7 (0821)