

AGENDA

Henika District Library
Board of Trustees Meeting
July 12th, 2022 at 6:30 pm

I. Call to Order

Members Present:

Members Absent:

Staff Present:

Guests:

II. Approval of Agenda

III. Community Opportunity to Address the Board

IV. Approval of Meeting Minutes

- A. June 2022 Regular Meeting Minutes

V. Financial Reports

- A. June 2022
 - Approval of Paid Bills
 - Credit Card Detail Report
 - YTD Budget vs Actual
 - United Bank Accounts Overview

VI. Director's Report

- A. Monthly Statistics
- B. Youth Report
- C. Adult Report
- D. Circulation Report

VIII. Unfinished Business

- A. Security Cameras

IX. New Business

- A. Video Surveillance Policy
- B. Special Meeting for August (Mill Levies and Budget)

X. Around the table

XI. Adjournment



June 2022 Statement

Open Date: 05/14/2022 Closing Date: 06/13/2022

Account: 4798 5100 6241 1513



Visa® Business Cash Card
HENIKADISTRICTLIBRARY (CPN 001910551)

Cardmember Service 1-866-552-8855
BUS 30 ELN 8 9

New Balance	\$1,105.96
Minimum Payment Due	\$12.00
Payment Due Date	07/10/2022

Reward Points	
Earned This Statement	1,137
Reward Center Balance as of 06/12/2022	531
For details, see your rewards summary.	

Activity Summary		
Previous Balance	+	\$733.23
Payments	-	\$733.23CR
Other Credits	-	\$170.53CR
Purchases	+	\$1,276.49
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$1,105.96
Past Due		\$0.00
Minimum Payment Due		\$12.00
Credit Line		\$10,500.00
Available Credit		\$9,394.04
Days in Billing Period		31

Payment Options:



Mail payment coupon
with a check



Pay online at
myaccountaccess.com



Pay by phone
1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service CPN 001910551



0047985100624115130000012000001105963

24-Hour Cardmember Service: 1-866-552-8855

to pay by phone
to change your address

000037333 01 SP 000638218703923 P Y

HENIKADISTRICTLIBRARY
ACCOUNTS PAYABLE
149 S MAIN ST
WAYLAND MI 49348-1208



Account Number	4798 5100 6241 1513
Payment Due Date	7/10/2022
New Balance	\$1,105.96
Minimum Payment Due	\$12.00

Amount Enclosed \$ _____

Cardmember Service

P.O. Box 790408
St. Louis, MO 63179-0408



What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ Account information: Your name and account number.
- ▶ Dollar amount: The dollar amount of the suspected error.
- ▶ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:

- ▶ We cannot try to collect the amount in question, or report you as delinquent on that amount.
- ▶ The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- ▶ While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- ▶ We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Important Information Regarding Your Account

1. INTEREST CHARGE: Method of Computing Balance Subject to Interest Rate: We calculate the periodic rate or interest portion of the INTEREST CHARGE by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the ADB separately for the Purchases, Advances and Balance Transfer categories. To get the ADB in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the ADB of your Account that accrues interest and will reduce the amount of credit available to you. To the extent credit insurance charges, overlimit fees, Annual Fees, and/or Travel Membership Fees may be applied to your Account, such charges and/or fees are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance charges, overlimit fees, Annual Fees and/or Travel Membership Fees (as applicable) are charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the ADB calculation.

2. Payment Information: You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. The payment date is the day we receive your check or money order at Cardmember Service, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your electronic or phone payment. All payments by check or money order accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by 5:00 p.m. CT on any banking day. Mailed payments that do not include the payment coupon and/or are mailed to a different address will be processed within 5 banking days of receipt and credited to your Account on the day of receipt. In addition, if you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional INTEREST CHARGES, fees, and possible suspension of your Account. Internet and telephone payment options are available, and crediting times vary (but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made). If you are making an internet or telephone payment, please contact Cardmember Service for times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.

3. Credit Reporting: We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.



June 2022 Statement 05/14/2022 - 06/13/2022
 HENIKADISTRICTLIBRARY (CPN 001910551)

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Cardmember Service 1-866-552-8855



Business Cash

Rewards Center Activity as of 06/12/2022	
Rewards Center Activity*	-67,500
Rewards Center Balance	531

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on All Purchases	1,105	8,705
2 Extra Points - Telecom & Office Supply	30	442
1 Extra Point - Restaurants & Gas	2	261
Total Earned	1,137	9,408

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

SKIP THE MAILBOX. Switch to e-statements and securely access your statements online. Get started at myaccountaccess.com/paperless

Transactions BAKOVKA, GIERRA J Credit Limit \$10000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
05/16	05/13	9166	USPS PO 2597840348 WAYLAND MI	\$116.00	Postage
05/20	05/19	5487	DOLLAR TREE JENISON MI	\$1.33	Prog
05/23	05/21	2341	WHENIWORK.COM WHENIWORK.COM MN	\$20.00	Supplies
05/27	05/26	9916	DOLLARTREE ALLENDALE MI	\$3.98	Supplies
05/27	05/26	0070	WALGREENS #5117 JENISON MI	\$21.19	Supplies
05/27	05/26	0333	SQ *NB OUTLET ALLENDALE MI	\$9.54	Supplies
06/03	06/01	9662	MEIJER # 026 877-363-4537 MI	\$5.93	Supplies
06/07	06/06	8228	DOLLAR TREE JENISON MI	\$10.60	Supplies
06/07	06/07	7194	AMERLIBASSOC ECOMMERCE 866-746-7252 IL	\$16.67	Mem + Train.
06/10	06/09	1127	CHICAGO BOOKS & JOURNA CHICAGO IL	\$29.08	Supplies
Total for Account 4798 5100 6944 8161				\$234.32	

Transactions FETTY, FAITH Credit Limit \$2000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Other Credits					

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June 2022 Statement 05/14/2022 - 06/13/2022
 HENIKADISTRICTLIBRARY (CPN 001910551)

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Cardmember Service ☎ 1-866-552-8855

Transactions FETTY, FAITH **Credit Limit \$2000**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
06/13	06/10	4690	ZOOM.US 888-799-9666 WWW.ZOOM.US CA MERCHANDISE/SERVICE RETURN	\$0.90cr	AP
Purchases and Other Debits					
05/16	05/13	9056	DOLLAR-GENERAL #9954 WAYLAND MI	\$7.42	AP
05/19	05/18	5215	LJL*LIBRARY JOURNALS 800-588-1030 OH	\$104.99	AM
05/20	05/19	8727	Etsy.com - Goldfiadari 718-8557955 NY	\$35.63	AP
05/23	05/21	2969	HARDING'S MARKET #3 WAYLAND MI	\$2.98	AP
05/23	05/21	4129	DOLLAR-GENERAL #9954 WAYLAND MI	\$6.36	← DUT
05/23	05/20	9309	SPEEDWAY 03578 1155 SU WAYLAND MI	\$2.29	Ad / Promb
05/24	05/23	2758	DOLLAR TREE PLAINWELL MI	\$35.25	AP
05/27	05/25	1972	HARDING'S MARKET #3 WAYLAND MI	\$7.78	AP
05/27	05/25	6060	DOLLAR-GENERAL #9954 WAYLAND MI	\$2.10	AP
06/02	05/31	2689	HARDING'S MARKET #3 WAYLAND MI	\$16.06	AP
06/02	05/31	2697	HARDING'S MARKET #3 WAYLAND MI	\$9.37	AP
06/06	06/04	7853	WAL-MART #2567 GRANDVILLE MI	\$22.28	AP / YP
06/08	06/07	1015	JOANN STORES*JOANN.COM 888-739-4120 OH	\$94.84	YP
06/09	06/08	3525	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$15.89	YP
06/10	06/08	4112	MEIJER # 191 877-363-4537 MI	\$79.88	YP
06/13	06/11	5201	HARDING'S MARKET #3 WAYLAND MI	\$5.17	YP
06/13	06/11	9206	WAYLAND DO IT BEST HAR WAYLAND MI	\$24.37	YP
06/13	06/11	9992	DOLLAR-GENERAL #9954 WAYLAND MI	\$14.10	YP
06/13	06/10	2225	HARDING'S MARKET #3 WAYLAND MI	\$43.10	YP
Total for Account 4798 5100 6953 5868				\$528.96	

Transactions BUTLER, REBEKAH **Credit Limit \$2000**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Other Credits					
06/13	06/10	8432	MEIJER # 119 877-363-4537 MI MERCHANDISE/SERVICE RETURN	\$37.67cr	YP
06/13	06/10	8838	MEIJER # 119 877-363-4537 MI MERCHANDISE/SERVICE RETURN	\$37.67cr	YP
06/13	06/10	1816	MEIJER # 119 877-363-4537 MI MERCHANDISE/SERVICE RETURN	\$37.67cr	YP
06/13	06/10	2103	MEIJER # 119 877-363-4537 MI MERCHANDISE/SERVICE RETURN	\$37.67cr	YP
06/13	06/11	7894	MEIJER # 119 877-363-4537 MI MERCHANDISE/SERVICE RETURN	\$18.95cr	YP
Purchases and Other Debits					
05/18	05/17	0425	WWW COSTCO COM 800-955-2292 WA	\$91.14	YP
05/19	05/17	2490	DOLLAR-GENERAL #9954 WAYLAND MI	\$26.16	YP AP

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June 2022 Statement 05/14/2022 - 06/13/2022
 HENIKADISTRICTLIBRARY (CPN 001910551)

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Cardmember Service 1-866-552-8855



Transactions BUTLER, REBEKAH Credit Limit \$2000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
05/19	05/18	9372	WWW COSTCO COM 800-955-2292 WA	\$41.33	
05/20	05/18	4842	HARDING'S MARKET #3 WAYLAND MI	\$22.68	Sur
05/25	05/23	2940	DOLLAR-GENERAL #9954 WAYLAND MI	\$13.25	
05/31	05/27	1886	MEIJER # 119 877-363-4537 MI	\$84.98	
06/02	06/01	0986	TARGET 00009019 KALAMAZOO MI	\$10.59	
06/03	06/01	6064	DOLLAR-GENERAL #9954 WAYLAND MI	\$5.78	
06/03	06/01	6148	DOLLAR-GENERAL #9954 WAYLAND MI	\$3.18	
06/13	06/10	0569	MEIJER # 119 877-363-4537 MI	\$37.67	
06/13	06/10	0577	MEIJER # 119 877-363-4537 MI	\$37.67	
06/13	06/10	0585	MEIJER # 119 877-363-4537 MI	\$37.67	
06/13	06/10	0593	MEIJER # 119 877-363-4537 MI	\$37.67	
06/13	06/10	0601	MEIJER # 119 877-363-4537 MI	\$37.67	
06/13	06/10	0580	COSTCO WHSE #1191 OSHTEMO TOWNS MI	\$21.48	
06/13	06/10	5175	TARGET 00009019 KALAMAZOO MI	\$3.39	
Total for Account 4798 5100 6953 6866				\$342.68	

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
05/23	05/22	0004	PAYMENT THANK YOU	\$733.23CR	
Total for Account 4798 5100 6241 1513				\$733.23CR	

2022 Totals Year-to-Date	
Total Fees Charged in 2022	\$0.00
Total Interest Charged in 2022	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	20.74%	
**PURCHASES	\$1,105.96	\$0.00	YES	\$0.00	20.74%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	24.74%	



ACCOUNTANTS' COMPILATION REPORT

To The Board
Henika District Library
Wayland, MI

The Board is responsible for the accompanying financial statements of Henika District Library, a nonprofit organization, which comprise the Statement of Financial Position as of June 30, 2022, and the related Statements of Activities for the one month and six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the Board. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

The Board has elected to omit substantially all the disclosures ordinarily required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Henika District Library.

Walker, Fluke & Sheldon, PLC
Hastings, Michigan
July 7, 2022

Henika District Library
Statement of Financial Position
As of June 30, 2022

ASSETS

Current Assets:

Cash-Checking	\$ 235,286.76
Cash-Savings	470,234.89
Certificate of Deposit - 740	51,919.67
Certificate of Deposit - 090	5,349.51
Certificate of Deposit - 104	5,349.51
Certificate of Deposit - 112	5,349.51
Certificate of Deposit - 120	5,349.51
Certificate of Deposit - 139	5,349.51
Certificate of Deposit - 344	1,012.78
Building Fund 171	3,070.34
Savings - Building Fund	101,699.11
Certificate of Deposit - 943	11,260.65
Property Taxes Receivable	331,103.06
Due from Other Units of Government	<u>2,072.78</u>

Total Current Assets \$ 1,234,407.59

Total Assets \$ 1,234,407.59

Henika District Library
Statement of Financial Position
As of June 30, 2022

LIABILITIES AND NET ASSETS

Current Liabilities:

Due to the Federal Government	\$ (205.95)
Accrued Payroll	4,110.00
Deferred Property Taxes	<u>331,103.06</u>

Total Current Liabilities \$ 335,007.11

Net Assets:

Fund Balance-Unrestricted	<u>760,924.54</u>
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Total Net Assets-Beginning 760,924.54

Change in Net Assets 138,475.94

Total Net Assets 899,400.48

Total Liabilities and Net Assets \$ 1,234,407.59

Henika District Library
Statements of Activities
For the 1 Month and 6 Months Ended June 30, 2022

	<u>Total Year Budget</u>	<u>1 Month Ended Jun. 30, 2022</u>	<u>6 Months Ended Jun. 30, 2022</u>	<u>Year-To-Date Variance</u>
Revenues:				
Township Revenue	\$ 195,500.00	\$ 0.00	\$ 195,338.90	\$ (161.10)
City Revenue	170,000.00	0.00	155,232.84	(14,767.16)
State Aid	10,000.00	7.25	5,669.08	(4,330.92)
Penal Fines	30,000.00	2,688.14	14,286.09	(15,713.91)
Copier & Fax Income	1,900.00	319.48	1,695.38	(204.62)
Fines	200.00	175.22	376.32	176.32
Interest Income	600.00	88.61	526.24	(73.76)
Memorial Donations	7,600.00	5.00	7,649.88	49.88
Book Sales	140.00	82.50	197.13	57.13
Federal E-Rate	2,450.00	823.19	3,266.05	816.05
Miscellaneous Income	<u>1,300.00</u>	<u>15.00</u>	<u>1,304.12</u>	<u>4.12</u>
Total Revenues	<u>419,690.00</u>	<u>4,204.39</u>	<u>385,542.03</u>	<u>(34,147.97)</u>
Employee Expenses:				
Wages	180,000.00	13,140.79	85,675.85	94,324.15
Employee Benefits	26,000.00	1,917.78	12,116.51	13,883.49
FICA Expense	12,000.00	1,005.28	6,554.22	5,445.78
State Unemployment Tax	<u>0.00</u>	<u>1.24</u>	<u>29.31</u>	<u>(29.31)</u>
Total Employee Expenses	<u>218,000.00</u>	<u>16,065.09</u>	<u>104,375.89</u>	<u>113,624.11</u>
Operating Expenses:				
Memberships & Training	5,800.00	28.07	2,509.04	3,290.96
Bank Charges	50.00	0.00	0.00	50.00
Insurance & Bonds	3,000.00	2,829.00	2,829.00	171.00
Programming	12,200.00	2,168.42	7,018.83	5,181.17
Office Supplies	10,000.00	557.69	4,912.76	5,087.24
Furnishings	4,000.00	305.10	2,361.93	1,638.07
Equipment	18,000.00	1,478.98	8,946.25	9,053.75
Materials	30,400.00	3,229.17	20,266.63	10,133.37
Accounting	11,000.00	792.90	7,814.47	3,185.53
Contractual Services	28,000.00	140.85	12,922.84	15,077.16
Communications	2,690.00	205.29	1,388.55	1,301.45
Technology Support	3,000.00	750.00	1,840.00	1,160.00
Advertising	2,850.00	24.78	518.58	2,331.42
Postage	1,000.00	116.00	522.00	478.00
Utilities	7,500.00	1,032.66	4,274.95	3,225.05

See Accountants' Compilation Report

Henika District Library
Statements of Activities
For the 1 Month and 6 Months Ended June 30, 2022

	<u>Total Year Budget</u>	<u>1 Month Ended Jun. 30, 2022</u>	<u>6 Months Ended Jun. 30, 2022</u>	<u>Year-To-Date Variance</u>
Maintenance-Building/Grounds	18,700.00	875.00	9,342.94	9,357.06
Maintenance-Equipment	3,500.00	275.50	1,371.85	2,128.15
Miscellaneous	0.00	0.00	120.39	(120.39)
Capital Outlay	<u>150,000.00</u>	<u>0.00</u>	<u>53,729.19</u>	<u>96,270.81</u>
Total Operating Expenses	<u>311,690.00</u>	<u>14,809.41</u>	<u>142,690.20</u>	<u>168,999.80</u>
Total Expenses	<u>529,690.00</u>	<u>30,874.50</u>	<u>247,066.09</u>	<u>282,623.91</u>
Change in Net Assets	<u>\$ 0.00</u>	<u>\$ (26,670.11)</u>	<u>\$ 138,475.94</u>	<u>\$ 138,475.94</u>

See Accountants' Compilation Report

Home

Alerts

 [Manage Alerts](#)

 **Online banking password was changed**

Your online banking password was changed on May 24, 2022.

Sent May 24, 2022

 **Online banking login locked out**

Your online banking username was locked on May 24, 2022.

Sent May 24, 2022

 **Online banking login locked out**

Your online banking username was locked on May 24, 2022.

Sent May 24, 2022

Accounts

 [Edit Accounts](#)

 [Print](#)

PUBLIC FUND CASH MANAGEMENT CHECKING	Current balance
XXXX7152	\$233,003.40

BUSINESS HIGH YIELD SAVINGS	Current balance
XXX013	\$470,234.89

BUILDING FUND	Current balance
XXX212	\$101,769.55

CONTINGENCY FUND	Current balance
XXX740	\$52,023.12

BUILDING FUND	Current balance
XXX090	\$5,356.18

BUILDING FUND	Current balance
XXX104	\$5,356.18

\$0,000.00

BUILDING FUND Current balance
XXX112 **\$5,356.18**

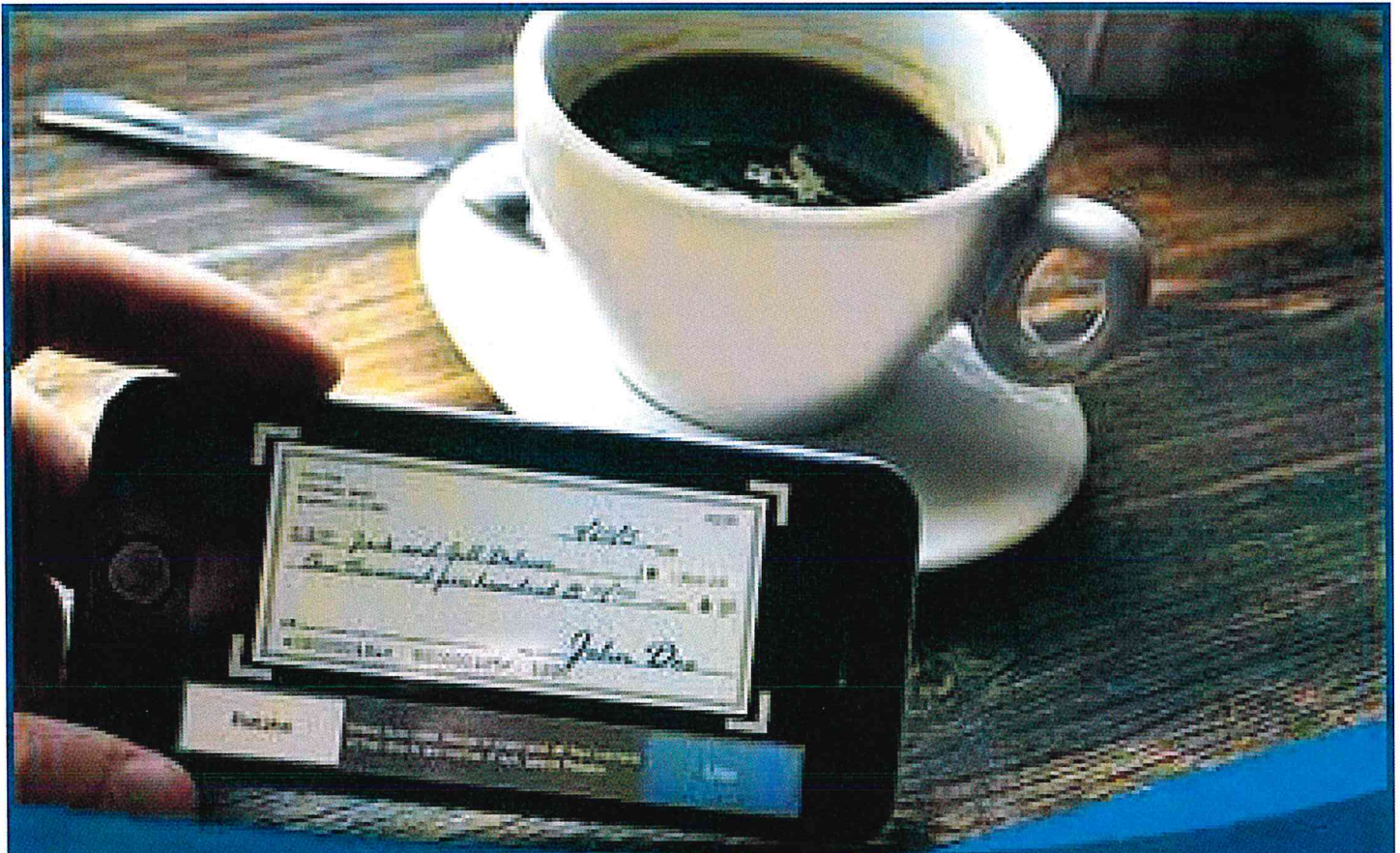
BUILDING FUND Current balance
XXX120 **\$5,356.18**

BUILDING FUND Current balance
XXX139 **\$5,356.18**

BUILDING FUND Current balance
XXX171 **\$3,073.39**

BUILDING FUND Current balance
XXX344 **\$1,017.07**

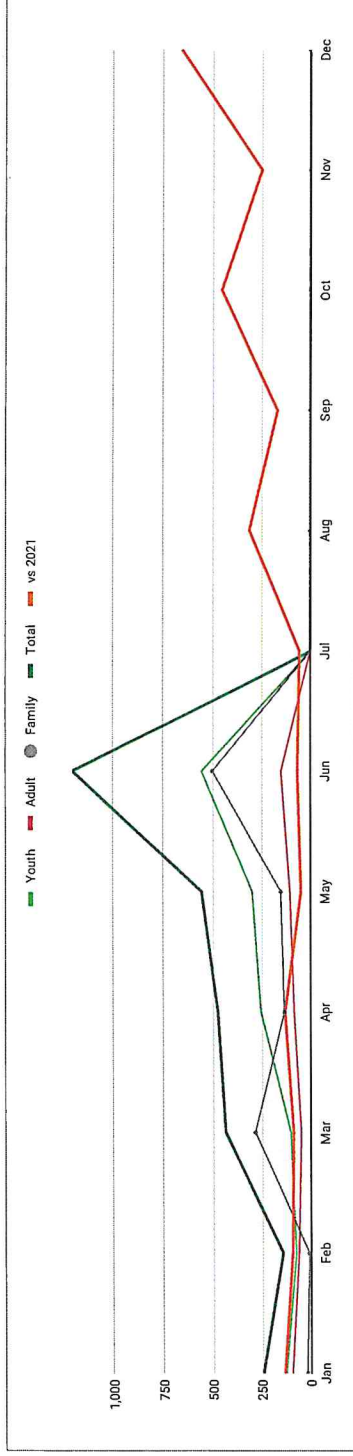
LAVERNE JOHNSON BOOK FUND Current balance
XXX943 **\$11,274.68**



Save a trip and deposit

checks from anywhere

2022 Annual Attendance Tracker

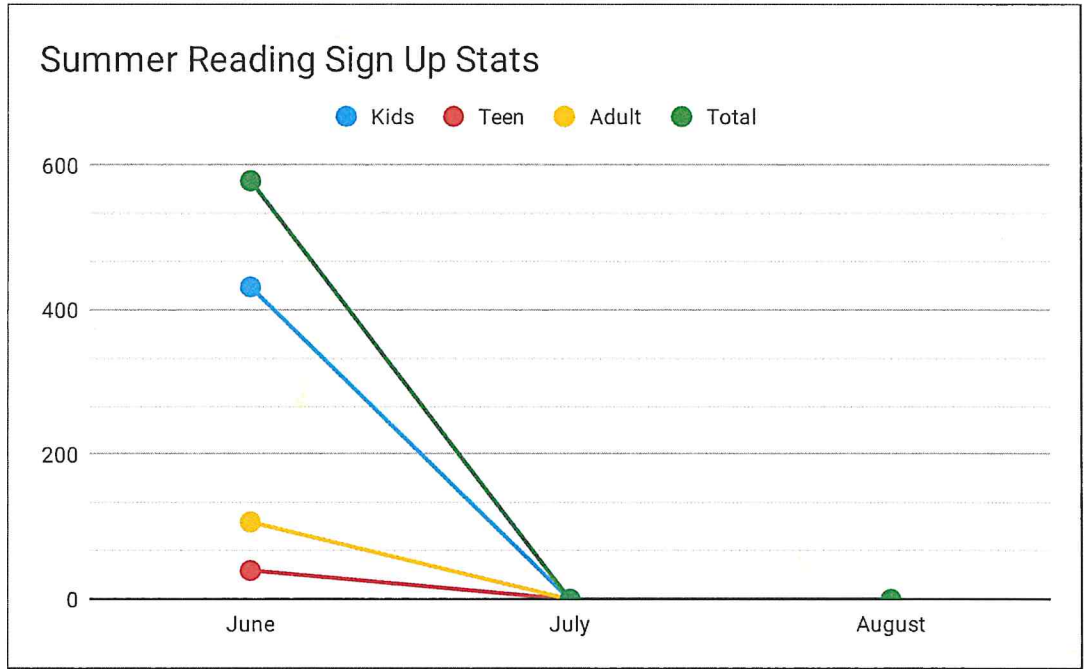


Summary

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Average
Youth	129	76	104	254	298	556	0	0	0	0	0	0	1,417	236
Adult	96	61	48	85	105	151	0	0	0	0	0	0	546	91
Family	19	8	282	135	153	500	0	0	0	0	0	0	1,097	183
Total [1]	244	145	434	474	556	1,207	0	0	0	0	0	0	3,060	510
vs 2021	135	94	87	131	48	67	55	310	169	452	247	658	2,453	204
Yearly Increase	260%	167%	331%	988%	830%	2195%	0%	0%	0%	0%	0%	0%	125%	

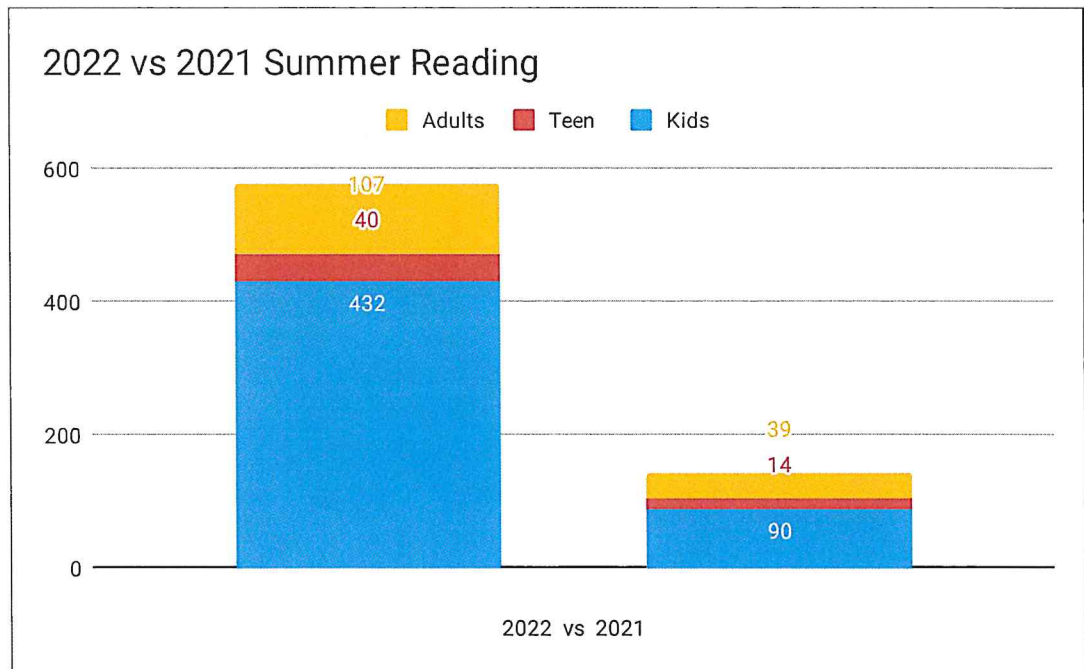
Program Types

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Average
Youth - In Person	87	76	103	254	297	84	0	0	0	0	0	0	901	75
Youth Take-Home / Online	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Youth Reading Programs	42	0	1	0	1	472	0	0	0	0	0	0	516	43
Adult In-Person	29	17	13	42	65	44	0	0	0	0	0	0	210	18
Adult Take-Home / Online	42	44	35	43	40	0	0	0	0	0	0	0	204	17
Adult Reading Programs	25	0	0	0	0	107	0	0	0	0	0	0	132	11
Family Take-Home/ Online	19	0	65	79	99	0	0	0	0	0	0	0	262	21
Family In-Person	0	8	217	56	54	500	0	0	0	0	0	0	835	70



Summary

	June	July	August	Total	VS 2021
Kids	432	0	0	432	90
Teen	40	0	0	40	14
Adult	107	0	0	107	39
Total [1]	579	0	0	579	143



	2022			2021		
	Participated	Finished	%	Participated	Finished	%
Children	432	37	9%	90	29	32%
Teens	40	2	5%	14	1	7%
Adults	107	12	11%	39	11	28%
Total	579	51	9%	143	41	29%

June 2022

Youth Services Report

Becky Butler, Youth Services Librarian

Summer is off with a bang and bounce!

After-School Art: 20 attendees for the final AA of the year. This program will definitely be making a comeback next year.

Preschool Storytime: 4 attendees for the final storytime of the year. Storytime is taking a break for the summer, but Lil Wiggles and Sensory Playtime are making their debuts!

Steeby Bounce Party: This event held at Steeby Elementary drew in hundreds of people and was super fun! I gave out sea shells and signed up as many people as I could for summer reading. I even had to run back to the library at one point for more reading logs! I also handed out a couple of Yankee Springs info sheets and the Henika Holler. Great outreach opportunity!

SRP Kick-Off Party: 56 people stopped by for the photo booth, splash pools, and shark appearance.

SRP Sign-ups: We had 472 sign-ups this month! YAY! Signing up earns you a reading log, a free book, and a piece of treasure from the treasure chest.

Animal Magic: 84 people packed like sardines in for the Animal Magic show. I was not impressed by the presenter's professionalism and way with kids, so I won't be asking him back. But John Ball Zoo may be a viable replacement in the future, and we still got to see some cool animals!

Teen Book Club: 0 attendees.

Preschool Sensory Playtime: 27 attendees! I had a ball pit, the rocket tent, a couple sensory bins and baby toys, bubble wrap, bubbles, the tunnel, hula hoops, and various balls out on the green space. Several attendees had not planned on joining, but it seemed to be a hit. One boy ran up to me and said, "This place is actually FUN!" So that's a win in my book.

Teen Dungeons and Dragons: 0 attendees despite our guest DM Max putting in a fabulous amount of work. I think I scheduled it at a bad time for teens, so I'll try again at a different time. Also, SO many adults commented on the event on FB that they wanted to play, so there's definitely opportunity there!

Toddler Lil Wiggles: 15 attendees to this new dance and music program. I had a hard time hearing the music, so next time I'll keep the speakers closer to me. But I liked that this seemed to engage some of my young friends who have a hard time sitting through storytime.

Paint Seashells: 70ish attendees (I lost exact count when I had to keep running inside for more supplies)! I thought I'd have 20-30, so that was definitely a little panic-inducing. I've re-worked how my future crafts will go this summer in hopes of keeping things moving more smoothly.

Tween Graphic Novel Club: 4 attendees. This was a great group aged 8-12. We played some games, discussed the book *Pawcasso* by Remy Lai, picked our next novels, and started creating our own graphic novels. Hopefully everyone returns for next month!

Gather2Grow Library Lunches: 20 attendees over 2 lunchtimes. I provide lunch snack-packs (provided free of charge through Feeding America) to children under 18 and disabled adults 26 or younger. Feeding America told me in my training to expect a slow start. I also wasn't as proactive as I could have been advertising this, so hopefully it picks up a little. I have flyers if there are community boards anyone would like to hang those on!

Horses at the Library: 210 attendees stopped by over 4 hours to pet the 2 Belgian draft horses and 2 mini horses! I personally loooved this event, and the Farmer's Market also enjoyed the extra foot traffic. We will likely see Chris and his horses back again!

Pirate Scavenger Hunt: 80 attendees. I learned from the Seashell Painting event that I needed to have this setup so people could do it in any order and spread out. There were 20 pirate-y items hidden around the grounds, and people checked off the things they found on a paper sheet. They got candy when they finished.

Looking forward:

Gather2Grow Library Lunches will continue Thursday, 12pm-1pm. Teen Book Club and Tween Graphic Novel Club will occur on July 11 at 6pm and July 20 at 4pm, respectively. Preschool Sensory Playtime will be on July 14 at 11am, and Lil Wiggles will be July 25 at 2:30pm. As of the board meeting, we already had Map and Flag Making and Boat Making. Sand Art is still to come on July 19 at 10:30am, and Tunes N Tales is returning for another performance on July 26 at 10:30 am. Our teen event will be Ocean Tie-Dye on July 21 at 4pm. Finally, the Take and Make for all youth ages will be Pom Pom Pals, available July 25-30.

JUNE 2022

Adult Services Report

Faith Fetty, Adult Services Librarian

Programs & Attendance

Hammer Dye Totes (In-Person): 5

Hammer Dye Totes unfortunately lost 7 registrants when it had to be postponed due to rain. The patrons that could make it though enjoyed experimenting with the different flowers/leaves to see which would leave the most vibrant color. Patrons that were previously less confident in other creative programs found this one less difficult.

Heat Free Cooking (In-Person): 6

I would love to do more of these programs! I could definitely narrow it down to just one simple dish per class though, two seemed like it was just a bit too much. I might experiment with not requiring registration for future classes as our space is more suited for demos and I won't need to worry about every participant having tools to use.

Sawmill Estates: Adult Coloring (In-Person): 6

Slowly starting to see attendance climb at Sawmill Estates now that I'm moving away from crafts and more towards activities. Finding that sweet spot between fun and challenge.

Dive Into Summer with a New Attitude (Virtual/In-Person): 2

While Connie was a great presenter, our hybrid programs have not been performing well. This will be our last hybrid program for the rest of the year, our other presenters are all in-person and I'm expecting a much better turnout for them!

Beach Glass Necklaces (In-Person): 13

This one was a difficult one, took lots of tweaking for everyone to get their necklaces how they wanted them. In the end, I was very impressed with what everyone managed to make. I definitely should have started our program just a little earlier so no one felt rushed. I do think it's helped immensely when I've changed the start time based on the difficulty of the craft.

Sea Turtle Plushies (In-Person): 11

It was a good thing I labelled this one as intermediate! For those who knew how to sew, there wasn't much direction needed, but those less practiced needed more hands-on instruction. Would like to do an Intro to Basics: Sewing class at some point this year. We have another sewing craft (Beach Drink Koozies) that is a little less difficult in July.

Sea Shell Bookmarks (Take-&-Make): 25

I only had 15 register for these, but all 25 kits I had prepared got picked up! Still great participation in take-&-makes.

Seed Library (Passive): 4 people/8 Packets

The seed library is slowing way down as it reaches its close this year. Looking forward to starting prep work on it for next year!

Total Program Attendees/Registrants: 64**Looking Forward**

A drop in program attendance this month as I had less craft programs than usual. I will be moving to no registration needed for non-craft programs to try and combat the lack of attendance for these programs.

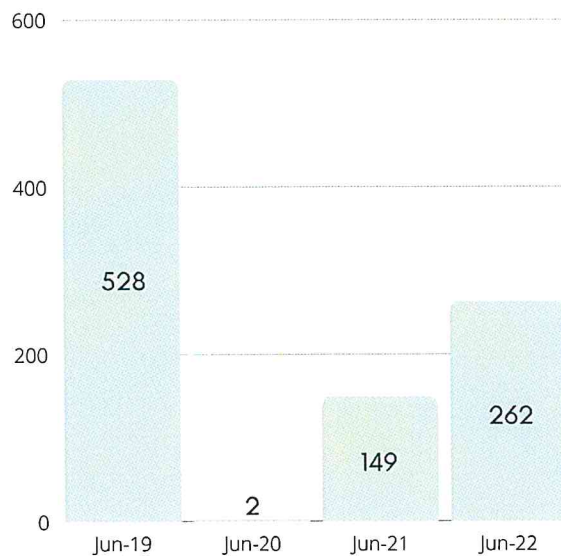
I also will be trying out labelling the difficulty levels on my crafting programs so patrons are more prepared for the programs they sign-up for. I think that worked really well for Sea Turtle Plushies and allows me to be more hands-on with more patrons when I don't need to do multiple patron's crafts for them. This will include me doing more "basics" programs for those who aren't crafty at home!

June 2022

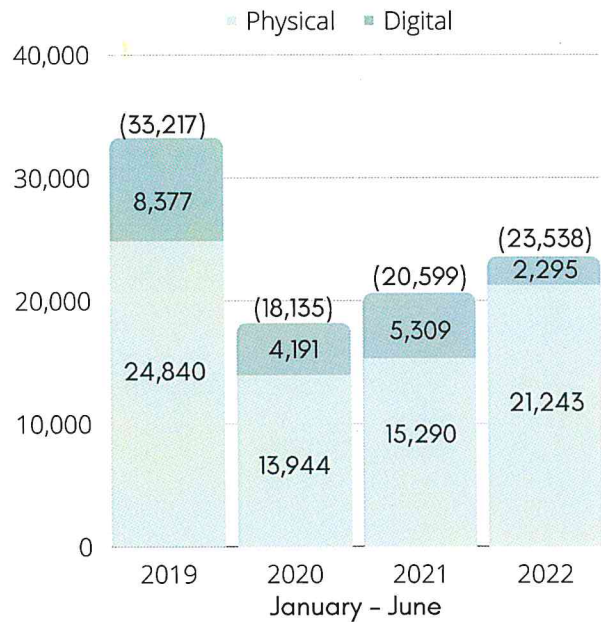
We are full swing into Summer Reading, and it definitely shows in our circulation numbers! Juvenile print continues to show significant growth, with a 787 circulation increase compared to last June. While a breakdown of youth circulation numbers is not presented here, chapter books, new juvenile books, and picture books stand out as showing the most growth compared to last June. Additionally, video games continue to show significant growth, with an increase of almost 100.

Bethany Sanford - Circulation Clerk

Computer Sessions



Circulation YTD:



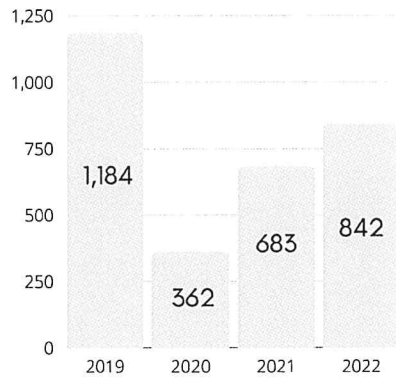
Henika has 3,087 total patron accounts. 421 of these accounts are active (not expired). Most expiration dates are set for 3 years upon renewal.

128 Patron accounts added YTD
 39 Patron accounts added in June

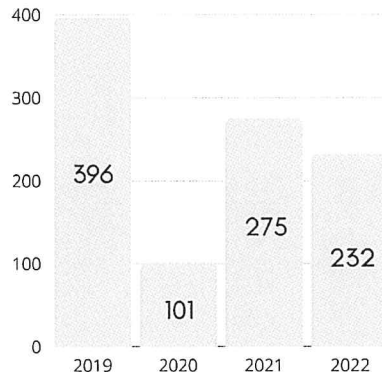
- 24 *Wayland City*
- 12 *Wayland Township*
- 3 *Non-Resident*

June Circulation: 2019-2022

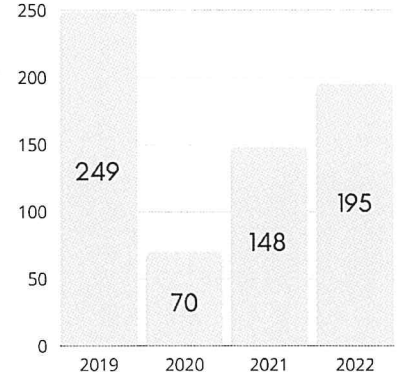
Adult Print



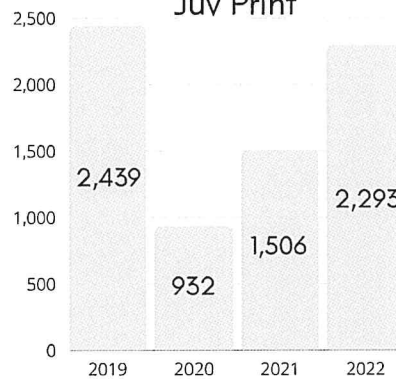
Teen Print



Tween Print

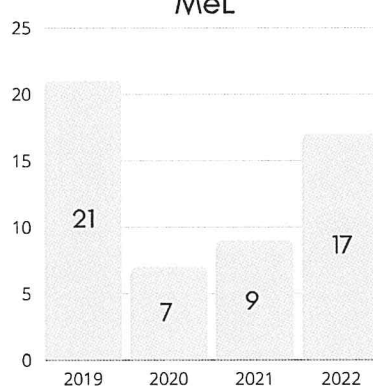


Juv Print

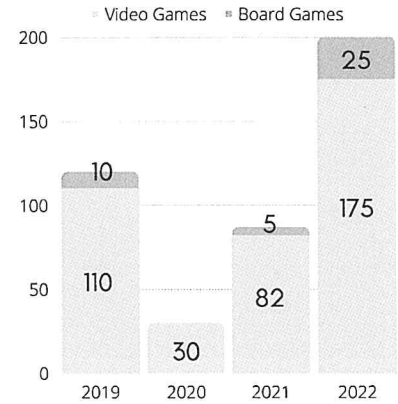


*pictures books, readers, chapter, juv graphic, juv NF

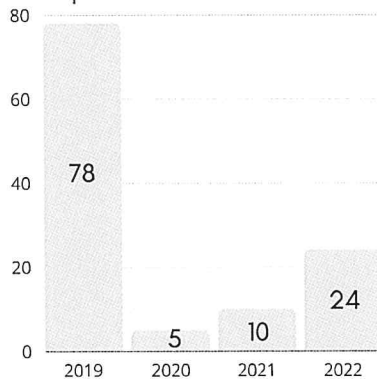
MeL



Games

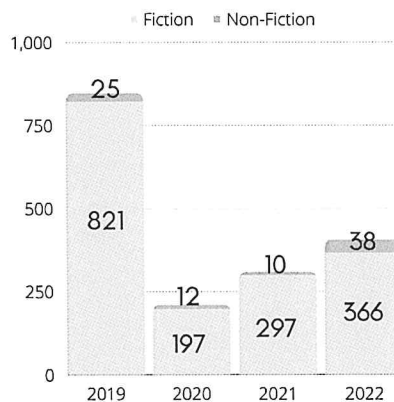


Special Collection

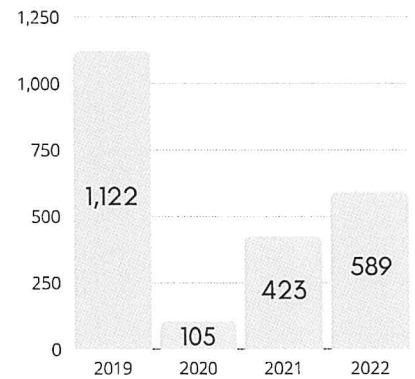


*prior to August 2021 this only included launchpads

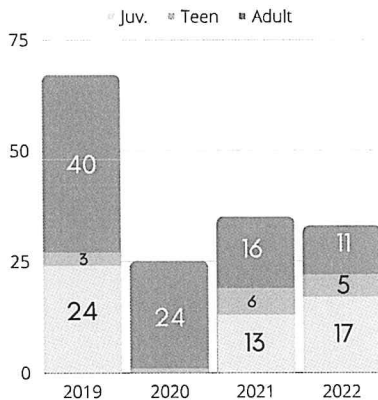
General DVD



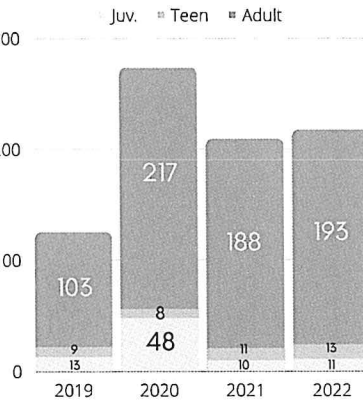
Youth DVD



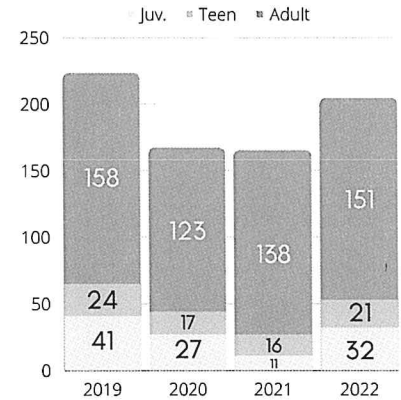
Audiobooks



eBooks



eAudio





Proposal For:

**Henika District Library
New Camera System**

Project Location:

149 South Main Street
Wayland MI 49348

Prepared For:

Cierra Bakovka

Prepared By:

Brittany Johnson



**ACCESS
CONTROL**



VIDEO



FIRE



**BURGLAR
ALARM**

Cierra Bakovka

Henika District Library

149 South Main Street

Wayland, Michigan 49348

waycb@llcoop.org • 2697922891

03 / 09 / 2022

Hello Cierra. It is my pleasure to present this estimate for your New Camera System. Our proposals are pretty. Right? They're loaded with great information too. Let's be honest, though. I know what you are looking for... **THE PRICE!** Let me save you some time. Here it is: **\$3,995.00** (*Don't worry, this number is at the end too - along with where it came from.*)

Phew! That's done. Now you can see that TKS is not in the business of wasting your time. I would love the opportunity to tell you what we are in the business of: Securing **YOU** - the right way. When it comes to access control, video systems, burglar alarms and fire alarms; TKS Security is 100% committed to providing our customers with gold-standard products, installation and service! This starts with being a licensed, bonded and insured security integrator. Here is what that means for you:

- *Eliminate the unnecessary risk that comes with unqualified installers or poor quality equipment.*
- *We choose to be Licensed by the State of Michigan (It's true! Integrators are not required to be licensed to install alarms)*
- *Regular background checks on our employees*
- *Knowledgeable, expert installers*
- *Only NDAA Compliant Equipment*

Please review the included scope of work and related pricing. If you have any questions or need anything at all, do not hesitate to reach out. I am here to help!

Thank you very much for this opportunity. I am looking forward to going to work for you soon!

Sincerely,

Brittany Johnson

Account Executive

(616) 202-4445

bjohnson@GoTKS.com

www.GoTKS.com



Project Information

Project Name: Henika District Library New Camera System

Project Location(s): 149 South Main Street, Wayland MI 49348

On-Site Contact Name/Info:

Customer Responsibilities: TKS Security will have access to the location above, Monday-Friday from 8a-5p. A 120V/AC power outlet and an internet connection must also be provided (can use existing when available). For projects containing a fire alarm, dedicated 120V/AC power with lockout must be provided at the panel location.

Scope of Work: See *Orange Text Below*

Access Control (AC): TKS Security will build your cloud-hosted AC account, provide and install any required equipment, and train your team. Authorized users will be able to control your system locally or remotely, from most devices with an internet connection. Your cloud hosted system eliminates the need for server updates, feature upgrades or additional licensing fees.

Video Management System (VMS): TKS Security will provide, install and program any required equipment for your VMS and train your team once complete. Your system along with remote video services (RVS) from TKS will give you the ability to easily view your system and search for security events locally and remotely from most devices with an internet connection.

Burglar Alarm (BA): TKS Security will provide, install and program any required equipment for your BA and train your team once complete. Authorized users will be able to control your system locally or remotely from most devices with an internet connection. Paired with our award winning central station monitoring you will have an easy to operate system that offers the best, most professional protection in the industry.

Fire Alarm (FA): TKS Security will provide, install and program any required equipment for your FA and train your team once complete. Paired with our award winning central station monitoring, you will have a state of the art system that offers the best, most professional protection available in the industry.

Locksmith Services (LS): TKS Security is one of the only security integrators in Michigan with multiple locksmiths on staff. In fact, our team installs the locks for ALL of the major security companies in the State. By eliminating the back and forth between lock and security integrators, we streamline the install and service processes - ultimately saving you time and money!

Add'l Notes: TKS to provide and install list of material below. 4 cameras to be installed. 1 camera installed in the adult section by elevator. 1 camera installed in circulation floor to cover side entry and main floor. 1 camera installed in previous covered porch area to view main entry. 1 camera installed in the children's section by the elevator.

VIDEO SYSTEM

Click [here](#) for detailed information about our video system solutions.

QTY	SKU	Name
1	DellSFFi5-2TB	Paramount DW Server - Windows 10 Pro - i5 - 2TB
1	DW-SPECTRUMLSC004	DW Spectrum 4 Pack Camera License
1	TPE-TG80G	Trendnet 8-Port Gigabit POE+ Switch
4	IP-5IRD4S34/28	TVT 4MP Fixed Turret 2.8mm
1	CAT6-GRN (500)	Cat6 Riser Green 500ft Box
4	WIRLBR	Wire Drop Labor - Installation, Termination
1	MISC-1	Misc. Install Materials, Beam Clamps, Wire Rings, Wire Ties, J Hooks, Wire Mold Etc..
12	INSLBR	Install Labor - Programming, Installation, Testing

Subtotal	\$3,995.00
Discount	\$0.00
Total	\$3,995.00

INITIAL INVESTMENT

Parts, Installation, Programming Testing, Training

\$3,995.00

MONITORING/HOSTING

Click [here](#) for detailed information about our monitoring/hosting solutions.

Quantity	Description	Price	Subtotal
1	*Remote Video Service (RVS) 1-9 Cams	\$14.95	\$14.95

↓
\$179.40/yr
Billed Quarterly

Subtotal	\$14.95
Discount	\$0.00
Total	\$14.95

RECOMMENDED SERVICES (OPTIONAL)

Quantity	Description	Price	Subtotal
1	Quality Service Program <i>Price per Month, per Location. No Additional Cost for Service!</i>	\$50.00	\$50.00

↓
\$600/yr

Subtotal	\$50.00
Discount	\$0.00
Total	\$50.00

Please select a QSP option:

If Declined: I accept service terms as outlined in contract.

If Accepted: No cost for future parts or labor as long as QSP is paid current. (Excludes physical damage. i.e. vandalism, acts of God, etc.)

I understand the parts/labor terms.

All-In-One Commercial Agreement
Kenneth Kirschenbaum, Esq., Tel. No. (516) 747-6700
KIRSCHENBAUM CONTRACTS © Copyright 1/1/2020

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TKS SECURITY
7050 12th Avenue
Jenison, Michigan 49428
(888) 595-1115

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 3/9/2022

Subscriber's Name: Henika District Library

Telephone No.: 2697922891

Address: 149 South Main Street, Wayland, MI, USA

Email Address: waycb@llcoop.org

1. TKS SECURITY (hereinafter referred to as "TKS" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the attached Schedule of Equipment and Services.

Total Purchase Price: \$3,995.00 + Tax If Applicable

Down Payment: \$1,997.50

Balance due upon completion of installation: \$1,997.50 + Tax If Applicable

2. DESCRIPTION OF EQUIPMENT AND SERVICES (Select Services Provided):

- Monitoring Center Services Repair Service Inspection Remote/Cloud Video Services Video System Access Control Access Control Administration
- Alarm Signal Verification Cellular Network Self-Monitoring Burglar Alarm Fire Alarm Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TKS / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination TKS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TKS is the intellectual property of TKS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by TKS. TKS' signs and decals remain the property of TKS and must be removed upon termination of this agreement.

4. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable (select one option):

Billing shall be: Monthly Quarter Annually Semi-Annually Annually

(a) **MONITORING CHARGES:** Subscriber agrees to pay TKS the sum of \$N/A per month for the monitoring of the Security System and/or Fire Alarm System for the term of this agreement.

(b) **SERVICE:** Unless a QSP is selected, subscriber agrees to pay TKS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay TKS for all parts and labor at time of service (Standard/Non-Emergency Rate: \$160.00/hour labor plus \$120 trip charge plus parts) . Subscriber is not obligated to call TKS for per call service and TKS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than TKS during warranty period relieves TKS of any further obligations under the Limited Warranty. Subscriber to Initial for per call service option:

(c) **INSPECTION AND TESTING:** Subscriber agrees to pay TKS \$N/A per month for the term of this agreement for inspection service. If this option is selected TKS will make 4 inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. TKS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TKS has no responsibility or liability.

(d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay TKS the sum of \$N/A per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TKS or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TKS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(e) **REMOTE VIDEO SERVICES (RVS) / CLOUD VIDEO SERVICES (CVS):** Subscriber agrees to pay TKS the sum of \$14.95 per month for the term of this agreement. (Select Services Provided):
 Remote Video Services (RVS) Cloud Video Services (CVS)

(f) **ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay TKS the sum of \$NA per month for the term of this agreement. (Select Services Provided):
 Hosted Access Control Managed Access Control

(g) **CELLULAR NETWORK:** Subscriber agrees to pay TKS the sum of \$N/A per month for the term of this agreement.

(h) **SELF-MONITORING:** Subscriber agrees to pay TKS the sum of \$N/A per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

(i) **CYBER SECURITY: COMPLIANT ENCRYPTION:** Subscriber agrees to pay TKS the sum of \$NA per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST), UL or any other established criteria for encryption.



IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(f) ABOVE, SUBSCRIBER SHALL PAY \$14.95 PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(f).

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of 10 years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof TKS shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. TKS may invoice Subscriber in advance monthly, quarterly, or annually at TKS' option. Unless otherwise specified herein, all recurring charges for 4(a)-(f) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TKS or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department (First Responders) depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from TKS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of TKS or TKS' designee Monitoring Center and TKS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of TKS and are not maintained by TKS except TKS may own the radio network, and TKS shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish TKS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, TKS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with TKS' notification obligation. All changes and revisions shall be supplied to TKS in writing. Subscriber authorizes TKS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests TKS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TKS \$90.00 for each such service. TKS may, without prior notice, suspend or terminate its services, in TKS' sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by TKS.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TKS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TKS' written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is Included in the Schedule of Equipment and Services to be installed and services provided by TKS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by TKS or Subscriber's Internet or wireless connection device which is compatible with TKS' remote services. TKS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which TKS has no control. The remote services server is provided either by TKS or a third party. TKS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TKS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and TKS shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TKS does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, TKS will authorize Subscriber access. TKS is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and TKS shall have no liability for such third party unauthorized access. TKS is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. TKS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service TKS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TKS shall have no liability for data corruption or inability to retrieve data even if caused by TKS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by TKS and TKS has no responsibility for such access or IP address service. TKS shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided TKS will maintain the data base for the operation of the Access Control System. Subscriber will advise TKS of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TKS regarding personnel access must be in writing via email or fax to addresses designated by TKS. TKS shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. TKS shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, TKS shall store data received from Subscriber's system for one year. TKS shall have no liability for data corruption or inability to retrieve data even if caused by TKS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by TKS and TKS has no responsibility for such access or IP address service. If system has remote access TKS is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. TKS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. TKS has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

12. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, TKS or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the Monitoring Center or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests TKS to station its guard at the premises for more than 30 minutes, and TKS has sufficient personnel to provide such service, and TKS makes no such representation that its personnel will be available, then Subscriber agrees to pay TKS \$95.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to TKS to provide extended guard service by email, text or recorded conversation to TKS at the time request is made and TKS is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

13. In the event that any part of the security equipment becomes defective, TKS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TKS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TKS is not the manufacturer of the equipment and other than TKS' limited warranty Subscriber agrees to look exclusively to the manufacturer of the

equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, TKS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and TKS shall not be liable for consequential damages. TKS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. TKS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TKS. Subscriber acknowledges that any affirmation of fact or promise made by TKS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TKS' skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TKS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TKS' breach of this agreement or negligence to any degree under this agreement is to require TKS to repair or replace, at TKS' option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TKS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

14. **DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL:** TKS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including TKS' negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of TKS, TKS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay TKS the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of TKS on less than 24 hour notice to TKS. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of TKS, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should TKS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay TKS for such service or material.

15. **TESTING OF SECURITY SYSTEM:** The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify TKS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TKS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TKS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TKS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TKS fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TKS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by TKS, evidencing that warranty service was requested by Subscriber.

16. **CARE AND SERVICE OF SECURITY SYSTEM:** Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical fuses, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TKS' written consent.

17. **ALTERATION OF PREMISES FOR INSTALLATION:** TKS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TKS' sole discretion for the installation and service of the security system, and TKS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

18. **SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TKS.

19. **LIEN LAW:** TKS or any subcontractor engaged by TKS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

20. **INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS:** Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TKS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by TKS' performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TKS or TKS' subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TKS, which shall not unreasonably be withheld. TKS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

21. **EXCULPATORY CLAUSE:** TKS and Subscriber agree that TKS is not an insurer and no insurance coverage is offered herein. The security system, equipment, and TKS' services are designed to detect and reduce certain risks of loss, though TKS does not guarantee that no loss or damage will occur. TKS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TKS' breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

22. **INSURANCE / ALLOCATION OF RISK:** Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and TKS is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage TKS' services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or TKS' services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TKS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against TKS and its subcontractors for loss or damages caused by perils intended to be detected by TKS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

23. **LIMITATION OF LIABILITY:** SUBSCRIBER AGREES THAT, EXCEPT FOR TKS' GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TKS AS A RESULT OF TKS' BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TKS' OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT TKS' LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE TKS' AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSISTENT WITH TKS' INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TKS' LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

24. **LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION:** The parties agree that due to the nature of the services to be provided by TKS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TKS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TKS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TKS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and TKS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by TKS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST TKS ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or

papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Michigan, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where TKS' principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TKS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

25. TKS' RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TKS is authorized and permitted to subcontract any services to be provided by TKS to third parties who may be independent of TKS, and that TKS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TKS to act as Subscriber's agent with respect to such third parties, except that TKS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TKS' disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of TKS.

26. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify TKS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event TKS discovers the presence of suspected asbestos or other hazardous material, TKS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate TKS for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If TKS, in its sole discretion, determines that continuing the work poses a risk to TKS or its employees or agents, TKS may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate TKS for all services rendered and material provided to date of termination. TKS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall TKS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

27. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TKS assigned by TKS to perform any service for or on behalf of Subscriber for a period of two years after TKS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TKS shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TKS, times twelve, together with TKS' counsel and expert witness fees.

28. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TKS for any fees or fines relating to permits or false alarms. TKS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons TKS requiring any services or appearances, Subscriber agrees to pay TKS \$160 per hour for such services and appearances. Subscriber shall reimburse TKS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants TKS a security interest in the security equipment installed by TKS and TKS is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TKS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

Turn Key Systems, LLC (DBA: TKS Security)

Henika District Library

Brittany Johnson

Brittany Johnson

Cierra Bakovka

Account Executive

Date Accepted: 03 / 09 / 2022

Date Accepted:



WHY TKS

OUR MISSION is to protect people and property while providing our customers with the best security solutions and service.

OUR VISION is to become Michigan's best security company by being the leader in service, knowledge, design and delivery.

CORE VALUES AND GUIDING PRINCIPLES

- **CUSTOMER-FOCUSED** – We will be respectful, responsive, caring and consistent in all customer relations. We will always keep the customer at the forefront of our decisions and our actions.
- **TEAMWORK** – Every member of the TKS team will contribute their time & talent in a coordinated effort to ensure the company will consistently meet its' strategic goals. We will communicate our Vision, Mission and Values in a clear, consistent & transparent manner so that all team members understand their role & requirements in achieving these goals.
- **INTEGRITY** – In all facets of our business, our actions shall remain consistent. We will gain trust by honoring our commitments, exemplifying honesty and integrity to our customers, our employees and our community.
- **INNOVATIVE** – The products, systems and technologies that we deliver to our customers will represent the leading edge in our industry. We will partner with companies that are forward looking and that provide us with the highest quality custom security solutions available.
- **ACCOUNTABILITY** – Each member of our team agrees to be accountable for ownership of their actions in relation to other members of the team, our various partners and especially to our customers.

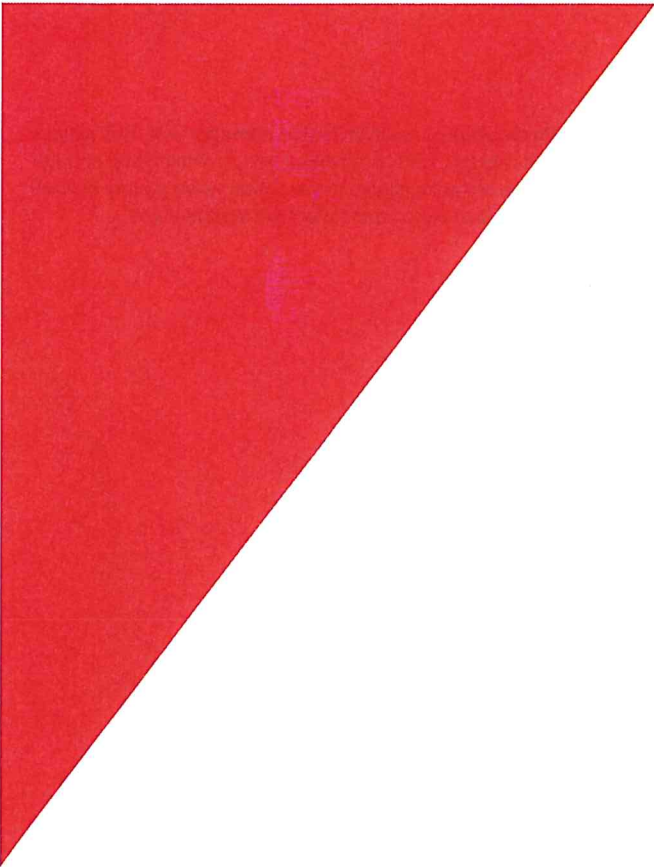
Turn Key Systems, LLC | dba: **TKS || SECURITY**

- *Founded in 2010*

- State of Michigan Licensed Security Alarm Contractor, License [#3601206063](#)
- State of Michigan Licensed Fire Alarm Contractor, License [#5103347](#)
- State of Michigan Bureau of Fire Services, Public Act 207 Certification [#A-1158](#)

- 24/7 Emergency Service
- Maintenance and Service Agreements Available in Certain Areas
- 24/7 UL Central Station Monitoring
- Intrusion Detection (Burglar Alarms)
- Fire Alarms
- Access Control
- Intercoms
- Security Video Management Systems (Replacement of CCTV)
- Integrated Systems





Henika District Library

149 South Main St

Wayland MI 49348

RE: Video Surveillance

Installation and Proposal Terms

The installation charges in this proposal all design, wiring, mounting of video equipment, programming, final system testing and user training. If required, additional costs for conduit, wire mold, trenching and man lifts for ceiling heights over 25 feet, will be your responsibility.

The video surveillance equipment listed herein is based on our best estimate of protection required. This proposal includes all design, parts, labor and wire for a complete installation, programming, testing and training of the system. Additional equipment to meet insurance requirements or special high risk needs may be added by the subscriber at additional costs. The service agreement covers repair and replacement of any and all equipment that fault due to normal causes. The service agreement also includes (2) preventative maintenance checks to maintain proper and continuous operation of the equipment. This is also a time when an EPS technician can assist in making adjustments to the system if necessary.

Pricing is valid for a period of 90 days from date of proposal. Sales tax is not included in the pricing and, if applicable, will be added at the time of invoicing.

EPS recommends that all surveillance systems be inspected regularly; please speak with your Security Consultant for additional information.

Any additional permits and/or fees required by local authorities will be the responsibility of the owner.

Additional Notes and Exclusions

Existing Equipment: If EPS is connecting to existing equipment, the existing equipment will be tested and inspected by an EPS technician. If equipment is discovered to not be in good working order or is not compatible with the new EPS equipment EPS is installing, it will be the responsibility of the customer for the repair or replacement of the equipment.

Ben Bell

Security Consultant

(616) 459-0281 ext. 114

bbell@epssecurity.com

05/23/2022

PRESIDIO®

PhySec - Video Upgrade

STATEMENT OF WORK

HENIKA DISTRICT LIBRARY

20-Jun-2022

PROPOSAL TEAM

Name	Company/Function	Phone	Email
Cullen Kronemeyer	Presidio Account Manager	616.871.1518	ckronemeyer@presidio.com
Aaron Schroeder	Presidio Solution Architect	616.871.1597	aschroeder@presidio.com

REVISION HISTORY

Revision	Revision Date	Notes
V0.1	20-Jun-2022	First Internal Release
V1.0	20-Jun-2022	First Client Release

Notices:

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Other product and company names mentioned herein may be the trademarks of their respective owners.

1. EXECUTIVE OVERVIEW

1.1. Introduction

Presidio Networked Solutions Group, LLC ("Presidio") is pleased to propose the following solution to Henika District Library ("Client"). This Proposal summarizes the services to be provided by Presidio.

1.2. Project Scope

The intent of this project is to complete the following:

- Provide, install and configure 4 video cameras including a video recorder appliance
 - Install 4 Avigilon 1.3MP dome cameras, per PlanGrid reports. Verify views with Henika District Library.
 - Provide and apply 4 Avigilon camera channel licenses
 - Install an ES 8-Port (PoE), 4TB Video Recorder Appliance
 - Connect all 4 cameras to the appliance

1.3. Project Management

Presidio will provide a Project Manager (PM) who is familiar with the technology involved and experienced in project management best practice methodologies.

The Project Manager will:

- Act as the primary point of contact for the project team
- Schedule Presidio resources for tasks associated with the project
- Work with Henika District Library and Presidio project personnel to prioritize and plan the activities for the duration of the engagement and provide agendas for key meetings
- Review and communicate the status of the project with periodic status reports and/or conference calls that highlight performance on planned tasks, as well as any issues or other areas requiring attention by Presidio and/or Henika District Library
- Manage Project Change Requests (PCR) for any changes in services or deliverables, both added and removed from the scope, along with any associated charges or credits if applicable.
- Attend any onsite project meetings as required by the scope of the engagement.
- Create an implementation schedule with all necessary tasks and associated timelines

1.4. Locations

Presidio will complete services work as defined in this Statement of Work for the location(s) identified in the below table:

Site Name	Address	City State ZIP	On-Site/Remote Services
Henika District Library	149 S Main St	Wayland, MI 49348	On site

1.5. Assumptions

Presidio makes the following assumptions in developing this Statement of Work. By signing this SoW, client agrees that these assumptions are correct and valid. Any changes to the following assumptions must be processed using Presidio Change Management Process and may impact the project duration and labor requirements.

The following project assumptions are made and will be verified as part of the engagement:

- All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 AM to 5:00 PM, excluding holidays) unless noted as "Off Hours" in this SOW.
- If product is delivered to or staged at a Presidio facility, the acceptance of equipment by Client occurs upon the receipt of goods at Presidio.

1.6. Customer Responsibilities

The following items are assumed to be provided and completed by Henika District Library or 3rd party resources utilized by Henika District Library other than Presidio:

- Adequate power requirements (120V)
- Network Connectivity
- Required workstations
- All servers and workstations that meet or exceed requirements
- Rack space, patch panels and patch cables
- Required wall space for mounting enclosure(s)
- Patching, painting and repair of installation areas
- Adherence and compliance to local codes

1.7. Out of Scope

Installation or configuration of the following items is considered out of scope for this engagement:

- Use or rental of lift as needed for completion of work
- Central station monitoring fees are not included in this proposal
- Only tasks or items that are listed specifically in this document are considered within the project scope. Additional tasks on work requested will result in a Project Change Request.

2. PRICING

2.1. Project Pricing

Presidio is providing a Fixed Fee Price (FFP) as part of this Proposal.

Presidio will invoice Henika District Library based on the project milestone(s) listed below:

Billing Milestone	Amount
Project Initiation	\$454.13
Project Closure	\$1,816.50
Services Total:	\$2,270.63

The following materials or products costs are included as part of this project:

Description	Amount
Project Parts	\$3,607.55

The following reflects the entire project cost:

Project Total
\$5,423.17

2.2. Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

2.3. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work is included in the pricing above.

3. TERMS AND CONDITIONS

The following terms and conditions shall govern this agreement unless a valid Master Services & Product Agreement or other similar agreement ("Master Agreement") between the parties has been executed and is in force, in which case the terms of the Master Agreement shall prevail to the extent that they are inconsistent with the following terms and conditions.

- 1. Purchase Orders, Invoicing, Payment and Acceptance.** Any purchase order submitted by CLIENT in connection with this agreement shall be deemed subject to these Additional Terms and this agreement. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed. Further, CLIENT represents that Presidio can rely on such CLIENT signature for payment.

Presidio shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the agreement. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.

CLIENT shall make payment to Presidio within thirty (30) days from the date of invoice. Except for taxes due on Presidio's net income, CLIENT shall pay all taxes. Presidio reserves the right to bill CLIENT for additional work requested by CLIENT and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this agreement.

Unless otherwise indicated in this agreement, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this agreement, Projects shall be deemed accepted upon the earlier of Presidio's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or thirty (30) calendar days from the date of the delivery of the final Project deliverable. If acceptance is refused, the Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the thirty (30) calendars day period. Presidio shall address the issue before subsequent work is undertaken.

- 2. Shipment of Product.** All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
- 3. Limitations of Warranties.** Presidio warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. **ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.**
- 4. Intellectual Property.** CLIENT acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
- 5. Confidential Information.** The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
- 6. Limitation of Liability.** IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no responsibility for the adequacy or performance of (in) any third party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

7. **Non-Solicitation Provision.** During the term of this agreement and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this agreement. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.
8. **Export Law Compliance.** CLIENT has been advised that all Products purchased hereunder and Presidio Confidential Information is subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
9. **Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
10. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This agreement and all matters relating thereto shall be governed exclusively by the substantive law of the State of Michigan. Any dispute relating directly or indirectly to this agreement or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Kent County, Michigan, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.
11. **Miscellaneous.** This agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this agreement shall be incorporated. This agreement shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional agreement as appropriate. Presidio will invoice CLIENT for any additional work performed and expenses incurred which are not described in this agreement. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
12. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

4. AUTHORIZATION TO PROCEED

The use of signatures on this Proposal is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Proposal is valid for a period of sixty (60) days from the date that this proposal is provided by Presidio to Henika District Library unless otherwise agreed to by both parties.

Henika District Library Representative

Signature

Date

Printed Name

Invoice/Bill to Address

Presidio Representative:

Signature

Date

Printed Name & Title

Please sign and return the entire document to Presidio.

Thank you.

Video Surveillance Policy

The Henika District Library is committed to protecting both the safety of the library, its materials, staff, and patrons as well as their privacy. The guidelines for various types of video surveillance in the library are as outlined below.

Security Cameras - The library may have security cameras for the purpose of enhancing the physical security of the library, its property, staff, and users. However, the library must post signage on the entrances if security cameras are installed on the property giving notice to surveillance equipment. Only the library director will have direct access to the live and recorded footage as necessary for security purposes. The decision to disclose surveillance camera images will be made by the library's director in consultation with the library board and the library's legal counsel and only when necessary to protect the interests of the library and its staff and when it is permitted by the state library confidentiality statute. Data and/or media retained from the surveillance of said devices will be stored in a secure location and destroyed as soon as permitted by law, unless it is being used in legal action.

Users Filming in the Library - Users filming in the library must:

- Have the consent of everyone being recorded.
- Not film in such a way that disrupts library staff or other patrons.
- Not compromise the safety or privacy of the library staff or other patrons.
- Not harass library staff or other library patrons.

If the above guidelines are met, filming may only occur in patron allowed spaces. Filming in staff only spaces, behind desks, the director's office, and in restrooms is strictly prohibited. Users filming are also expected to adhere to the library's policies regarding Patron Rules and Responsibilities. Users found in non-compliance with these policies may be asked to stop filming and/or to vacate the premises.